

ORIGINAL WIND EASEMENT
(_____Ac.)

by and between
_____, as Owner

and
Amshore US Wind, L.L.C., as Grantee

Dated _____, 2017

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Attachments:

Exhibit "A"	-	Description of Premises
Exhibit "A-1"	-	Plat
Exhibit "B"	-	Amended Memorandum of Wind Lease
Exhibit "C"	-	Memorandum of Wind Lease/Date of Commercial Operation

ORIGINAL WIND EASEMENT

This ORIGINAL WIND EASEMENT (this "Easement") is made and entered into effective as of the Effective Date by and between ____ ("Owner") and Amshore US Wind, L.L.C., a Texas limited liability company, its successors and assigns ("Grantee").

1. BASIC EASEMENT INFORMATION/DEFINITIONS

- A. "Effective Date": ____, 2017
- B. "Owner": _____
- C. "Grantee": Amshore US Wind, L.L.C., a Texas limited liability company, its successors and assigns.
- D. "Premises": The surface estate only in and to that certain tract of land more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to revision pursuant to the release provisions as of the Retained Acreage Release Date.
- E. "Easement Term" or "Term": Subject to earlier termination in accord with the terms of this Easement and the Option to Extend Wind Easement Term, set out in Section 24 below, the period commencing on the Effective Date and continuing for thirty (30) years after the Date of Commercial Operation, as extended by the terms of this Easement for purposes of removal of Improvements and completion of Surface Restoration.
- F. "Termination Date": The Termination Date is the date of expiration of the Easement Term or earlier termination of this Easement pursuant to any provision of this Easement.
- G. "Permitted Use": (1) Installing, operating, maintaining, removing, replacing and collecting data from meteorological towers, stations and anemometers, conducting avian, archeological and biological assessments, environmental assessments, soil and preconstruction analysis, and other studies and evaluations deemed necessary by Grantee for purposes of evaluating the Wind Resources of the Premises, exercising the rights granted to Grantee hereunder, and developing the Wind Energy Project; (2) Constructing, installing, operating, accessing, maintaining and removing (including, when necessary, replacing) (a) WTGs on WTG Pads on the Premises for the conversion of Wind Resources to electricity, and including replacing WTGs for purposes of repowering for conversion of Wind Resources to electricity on WTG Pads located on the Premises and/or in connection or conjunction with other real property on which the Wind Energy Project is located; and (b) all related Improvements (i) necessary or convenient to Grantee in conjunction with WTGs for the Wind Energy Project (ii) for the use by Grantee in collecting, transmitting or otherwise making electricity from the WTGs on the Wind Energy Project marketable and available for sale; or (iii) for the use by Grantee for access to and from the Improvements or a public right of way to the WTGs for the Wind Energy Project (in each case, whether or not such WTGs are on the Premises), or (3) uses otherwise permitted herein. All references in this Easement to electricity or the production of electricity shall mean and include any forms of energy generated from renewable natural wind resources that might be developed, provided nothing contained herein gives Grantee the right to develop renewable

natural resources other than wind without the written agreement of Owner regarding the manner in which such other resources may be developed and considerations due Owner therefore.

H. "Commencement of Construction of a WTG": The date on which concrete is first poured into the support foundation of a WTG and the timely prosecution of actual construction work on such WTG in good faith and with reasonable diligence to the completion of same as a WTG capable of producing electricity.

I. "Date of Commercial Operation": The (i) first (1st) day that the Wind Energy Project converts Wind Resources to electricity with Improvements located on the Premises and sells and delivers such electrical energy to a purchaser such as a utility or cooperative, other than the sale of "test power" ahead of commercial operations, or (ii) if no power purchase agreement or hedge agreement for the sale of power produced by the Wind Energy Project is entered into by Grantee, then the first (1st) day that such electrical energy is consistently delivered into a wholesale market.

J. "Removal Deposit Date": The Fifteenth (15th) anniversary of the Date of Commercial Operation.

K. "Surface Restoration": The (a) removal from the Premises of any and all deleterious material and substances introduced to the Premises by Grantee that might reasonably be expected to cause injury to persons, crops, water supply sources, native vegetation or livestock, including junk material, pieces of iron, pipes, steel, concrete or other debris and foreign materials, (b) leveling of all mounds, filling all pits, ruts and other excavations introduced to the Premises by Grantee, (c) restoring the surface of the Premises used by Grantee or a Grantee Party to as near its original condition as is reasonably practicable after the completion of the operation or other activity conducted under this Easement, in question, including the removal of all caliche (except the minimum amount necessary on a WTG Pad, a Collection Substation or the O&M Building for operations), (d) root plowing, discing and seeding of such areas with ten (10) pounds per acre of grass seed of Owner's selection and fertilizing the affected areas, and (e) at Owner's request, restoration of all land that has been utilized by Grantee for the Easement Term shall require that soil samples be taken and fertilizer applied as identified in the sample reports and that in all restoration Grantee shall provide watering as needed to establish growth of the seeded vegetation.

L. "WTG": Wind driven, electricity-generating turbine, along with associated blades, tower or mast, support foundation, pad mounted transformer, support structures, conduit, fiber optic communication equipment, cable, poles, materials, and any and all related equipment or Improvements used, useful, or necessary to allow the Grantee to operate such turbine to convert Wind Resources to electrical energy. "WTG's" or "WTGs" is the plural of WTG.

M. "WTG Pad": The approximately two (2) to four (4) acre tract of land in the shape of a square with the tower and support foundation located approximately in the center of such WTG Pad.

N. "Megawatt Capacity": The design or rated nameplate capacity (as determined by the manufacturer of the electric generating turbine), stated in megawatts, of any WTG Installed on the Premises.

O. "Improvements": Improvements include, but are not limited to, any of the following: WTG's, buried electric collection lines, electric collection systems, electric transmission lines and poles, telecommunication towers and lines, buried fiber optic and other telecommunication lines, physical hardware, supporting components, Interconnection Facilities, O&M Building, Utility Substation, Collection Substation, transformers, junction boxes, any other operation and maintenance buildings, communication buildings, meteorological towers, stations, anemometers, electric substations, project access and other roads, staging and laydown areas for the construction and maintenance of such Improvements, gates, fences, and any other improvements, equipment, facilities, or fixtures completed by Grantee in accordance with the terms hereunder that are related to and for the purpose of converting Wind Resources into electrical energy (and transmitting data related thereto).

P. "Installation or Installed": When referring to a WTG, the erection of the support foundation, tower or mast, turbine, blades and Improvements related directly to such WTG turbine to the point of substantial completion that such WTG is capable of converting Wind Resources to electrical energy, whether the WTG is actually converting Wind Resources or connected to the Interconnection Facilities.

Q. "Interconnection Facilities": All Improvements whose purpose is to deliver electrical power from the Wind Energy Project (and transmitting data related thereto) to a utility grid or other delivery system, including transformers and overhead and underground electrical transmission lines and telecommunications lines and facilities.

R. "Royalty": The Energy Royalty defined and provided for in Section 5.2 and the Minimum Royalty defined and provided for in Section 5.6.

S. "Consumer Price Index or CPI": The Consumer Price Index, All Urban Consumers (CPI-U) U.S. City Region 6, 1982-1984 = 100, published by the United States Department of Labor, Bureau of Labor Statistics, or in the event of a change in the base period or index or other change in such index, a replacement base period or index to produce, as nearly as possible, the adjustments contemplated by this Easement as reasonably selected by Grantee subject to reasonable approval by Owner.

T. "Grantee Financial Statement": Financial statement of Grantee (or a Grantee Affiliate that guarantees performance of Grantee's obligations under this Easement) including statements of income, equity and cash flow for the most recent fiscal year and the balance sheet as of the end of such fiscal year, all prepared in accordance with generally accepted accounting principles consistently applied in the United States of America in effect from time to time, or such other sound and prudent accounting principles that reasonably reflect the financial condition of the Grantee, applied on a basis consistent with prior practices, and in reasonable detail and reported upon without qualification by an independent certified public accounting firm reasonably acceptable to Owner.

U. "Event of Default": A material breach of any agreement in, or failure to comply with any covenant or condition of, this Easement.

V. "Wind Flow Zone": An area extending one thousand five hundred (1,500) feet in all directions from the center of the base of the tower of a WTG.

W. "Wind Energy Project": All Improvements, which may be on one or more contiguous tracts (including tracts whose contiguity may be by way of a transmission easement or easements), including the Premises or other real property, operated as a commercial project in a single phase for production of electricity and delivery of such electricity through shared Interconnection Facilities that relates or pertains to the Grantee's operations on the Premises.

X. "Wind Resources": The wind energy moving across the Premises that the Grantee intends to research and analyze for the potential commercial production of electricity in connection with the Wind Energy Project, and if acceptable to Grantee, that Grantee intends to convert to electrical energy on the Premises.

2. PARTY ADDRESS AND CONTACT INFORMATION

Owner's Address:

Attn: _____

Tel: _____

Fax: _____

with copy to:

Tel: _____

Fax: _____

Owner's Contact Person:

or such other person as Owner designates to Grantee by notice.

Grantee's Address:

Amshore, US Wind, L.L.C.
802 N. Carancahua, Ste. 1250
Corpus Christi, Texas 78401
Telephone: (361) 888-4496
Facsimile: (361) 888-4588
Attn: Michael J. Neves

with copy to:

Upton, Mickits & Heymann, LLP
802 N. Carancahua, Frost Bank Plaza Suite 450
Corpus Christi, Texas 78401
Attn: John Heymann
Tel: (361) 884-0612
Fax: (361) 884-5291

Grantee's Contact Person: Michael J. Neves, Vice President
Amshore US Wind, L.L.C.
802 N. Carancahua, Ste. 1250
Corpus Christi, Texas 78401
Tel: (361) 844-6721
Fax: (361) 888-4588

or such other person as Grantee designates to Owner by notice.

3. GRANTING CLAUSE

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged and the timely and proper payment of the Royalty provided in this Easement, and Grantee's covenants, agreements and obligations set forth in this Easement, and upon the conditions and with the limitations hereinafter set forth, Owner hereby GRANTS, SELLS, BARGAINS AND CONVEYS an exclusive easement to the free and unobstructed flow of wind currents and Wind Resources over and across the Premises, together with the exclusive right to construct or install all Improvements on the Premises unto Grantee for the Permitted Use, but no other purpose, for the Easement Term, subject to earlier termination as set forth in this Easement, including as limited in Section 4 below.

This Easement is subject to the rights and interests of the owners of the oil, gas and other minerals in, on, under or that may be produced from, the Premises, including the rights of such mineral owners to use the surface of the Premises for exploration and production of such minerals and subject to all instruments of public record in Kossuth County, Iowa, as of the Effective Date pertaining to the Premises to the extent such instruments are valid and in force and effect.

4. DEVELOPMENT, DAMAGES AND TERM LIMITATION

4.1 Development Spacing. From and after the Effective Date of this Easement, Owner agrees that it will not (and will not allow any other person or entity to) construct any improvements whatsoever on the Premises that will interfere with the free and unobstructed natural wind flow over the Premises to a WTG. Owner shall not construct any improvements on a WTG Pad without the prior written consent of Grantee. Owner shall not construct any building or other structure in excess of sixty (60) feet in height in the Wind Flow Zone. Owner shall have the right to construct and maintain normal and customary farm and ranch improvements such as livestock pens, water wells, barns and sheds within the Wind Flow Zone. The construction of such farm and ranch improvements within the Wind Flow Zone and the construction of

improvements outside the Wind Flow Zone shall be deemed not to interfere with the free and unobstructed natural wind flow over the Premises to the WTG; provided however, Grantee shall not construct any WTG within one thousand four hundred (1,400) feet of the main residence on the Premises or one thousand (1,000) feet of any other existing, permanent residence or barn, either of which is located immediately adjacent to the main residence, or within one hundred fifty (150) feet from any other existing structures, pump jacks, tank batteries, or other above ground oil and gas facilities located on the Premises as of the Effective Date, without Owner's prior written consent. For purposes of this Section 4.1, (i) references to "existing" structures or other improvements shall mean those that exist as of the Effective Date, and (ii) all set back distance measurements shall be measured from the tip of the WTG blade when positioned at a ninety (90) degree position to the surface to the approximate center of the structure or facility subject to the setback requirement. No WTG which overhangs the Premises shall be erected on adjacent property without Owner's prior written consent.

4.2 Utility Substation & Collection Substation. At any time during the Term of this Easement, and upon notice by Grantee, Owner agrees to either (i) accept rental payments or (ii) promptly execute a purchase agreement, for an electric substation ("Utility Substation") and transmission facilities in favor of Grantee, or at Grantee's option, in favor of any electric transmission utility company providing Grantee access for its electricity to the MISO grid, covering no more than twenty-five (25) acres of land, which land must be other than mineral classified land, the location of which will be selected by Grantee and approved by Owner (which approval will not be unreasonably withheld, conditioned or delayed). Owner shall notify Grantee of its election to either receive rental payments or to execute a purchase agreement within ten (10) days of receiving notice from Grantee of its right to use the Premises for a Utility Substation. In the event Owner elects to receive rental payments, Grantee agrees to pay Owner annual rentals not to exceed Two Thousand and No/100 Dollars (\$2,000.00) per acre (prorated to the nearest 1/10 acre). In the event that Owner elects to execute a purchase agreement, or in the event the electric transmission utility company providing Grantee access for its electricity to the MISO grid requires fee title ownership of the Utility Substation and therefore requires a purchase agreement, Grantee shall pay Owner a one-time purchase price to be determined by third party fair market appraised value of such land within Kossuth County, Iowa. For the purposes of determining fair market appraised value, within thirty (30) days of Grantee's notice to Owner that Grantee elects to exercise this right to use the Premises for a Utility Substation, for Grantee sake or on behalf of a third party utility transmission service provider, Owner and Grantee shall submit to each other a third party appraisal, determined by an appraiser of their choosing and engagement, of contemporary land purchase values within Kossuth County, and endeavor to agree upon a final purchase price, provided that in the event the parties are unable to arrive at an agreed upon purchase price based on such appraisals, they shall engage a third appraiser, the cost of whose engagement shall be borne by Grantee, to determine a fair purchase price based upon both prior appraisals. Upon the final determination of fair market value by the third appraiser, Grantee shall prepare and deliver a purchase agreement which Owner shall execute and return to Grantee within fifteen (15) days of receipt of such purchase agreement. To the extent necessary, regardless of whether the Utility Substation is rented or purchased, Owner shall also grant appropriate easements or sales, again on such terms as are usual and customary for similar easements in the area and as are reasonably required by such utility provider and consistent with such provider's standard practices, for road and power transmission facilities to permit connection to existing transmission lines. Grantee shall pay all of its costs associated with

purchasing the Utility Substation property, including without limitation, the costs of survey, title insurance and closing costs. At the closing, Owner and its assigns shall take all actions reasonably necessary to authorize, execute and deliver to the Grantee any and all documents (including, a special warranty deed and bill of sale and any other documents required by the title company, all subject to reasonable approval of Owner's counsel) necessary to vest in the Grantee all of the Owner's right, title and interest in and to the surface estate only of Utility Substation property, free and clear of all liens, leasehold interests and encumbrances including, if necessary, a release of any and all liens or interests created under or pursuant to the provisions of this Easement. Ad valorem taxes shall be prorated as of the closing date. Notwithstanding the foregoing, Grantee may request that Owner transfer, assign and convey such Utility Substation Property directly to the applicable MISO transmission service provider under the same terms and conditions described in this Section 4.2, and in such case the transmission service provider shall make payment for such property and take on all associated obligations including restoration. Grantee, upon cessation of use of the Utility Substation property shall perform Surface Restoration within one (1) year after cessation and shall reconvey the land, if purchased, to Owner for \$100.00 by the same form of deed as Owner conveyed to Grantee, and Owner shall pay all closing costs, ad valorem tax for the then current year to be prorated. Further, Owner agrees that Grantee shall have the right to install and operate a collection substation ("Collection Substation") and transmission facilities, covering no more than ten (10) acres of land, provided Grantee pays annual rentals for use of such acreage not to exceed Two Thousand and No/100 Dollars (\$2,000.00) per acre (prorated to the nearest 1/10 acre). The location of the Collection Substation shall be selected by Grantee after consultation with Owner (which approval will not be unreasonably withheld, conditioned or delayed). Grantee, upon cessation of use of the Collection Substation property, shall perform Surface Restoration within one (1) year after cessation, shall reconvey the land to Owner and Owner shall pay all ad valorem tax for the then current year to be prorated.

4.3 O&M Building. Grantee shall have the right to construct an operations and maintenance facility on the Premises with storage facilities and parking areas ("O&M Building") covering no more than ten (10) acres of land, the location of which be selected by Grantee after consultation with Owner. Within fifteen (15) days after commencement of construction of the O&M Building, Grantee shall pay Owner a one-time payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00) per acre for each acre of land utilized by Grantee for such O&M Building as provided in this Easement.

4.4 Construction. Upon Commencement of Construction of a WTG, Grantee shall diligently and in good faith pursue Installation of such WTG and in any event shall complete Installation of each WTG within twelve (12) months of Commencement of Construction for such WTG. Grantee shall construct and install all electric gathering lines, conduit, fiber optics and cables for the collection of electricity (and related data) from the WTGs of the Wind Energy Project underground, buried to a depth of at least forty (40) inches, to the point of connection with any Utility and/or Collection Substation. Upon Owner request, all ditching or trenching shall be done either by trenching using the double ditching method of trench construction whereby up to eighteen (18) inches of the topsoil will be separated from the balance of the dirt removed in making the ditch or trench, so that any caliche, other rock or shale will be separated from any topsoil so removed, or by the plowing method. In backfilling after any such operation, the topsoil first removed shall be used as cover soil in such a manner as to result in it being

returned to the top of the ditch or trench as topsoil unless the existing soils are rocky and cause thermal resistivity issues which require the use of different soil. Grantee agrees, during the Easement Term to fill, level and maintain all ditches constructed by Grantee for installation of buried electrical gathering lines. Upon Owner's request, prior to commencement of construction of any Utility Substation, Collection Substation and/or O&M Building on the Premises, Grantee shall deliver to Owner a map or plat of the planned site and location of the Utility Substation, Collection Substation and/or the O&M Building.

4.5 Reserved.

4.6 WTG Surface Damage Payments. Within fifteen (15) days of the completed installation of all WTGs on the Premises, Grantee shall pay Owner, as surface damages, a one-time payment equal to the product of \$5,000.00 multiplied by the Megawatt Capacity of all WTGs Installed on the Premises ("Installation Payment"). Prior to Commencement of Construction of any WTGs, Grantee will provide Owner a map indicating the location and spacing of such WTGs. Owner may suggest minor modification to the location of any WTG and Grantee will take such suggestions into consideration so long as such modifications do not materially affect the Wind Energy Project, as determined in Grantee's reasonable discretion. Damages for location of each WTG Pad requiring more than four (4) acres shall include payment for the additional acreage used at the rate of \$2,000 per acre and any fraction of an acre for the additional acreage used.

4.7 Failure of Development Program. This Easement shall automatically terminate as to the entire Premises on the fifth (5th) anniversary of the Effective Date unless on or before such date either (i) the Commencement of Construction of one (1) or more WTGs on the Premises shall have occurred or (ii) without limiting the provisions of Section 23 below, Grantee shall have paid to Owner a one-time payment of Ten Thousand and No/100 Dollars (\$10,000) and shall have commenced construction of other Improvements on the Premises for road use and/or electric collection lines, electric transmission lines, or Interconnection Facilities as part of a Wind Energy Project as defined herein. If this Easement terminates pursuant to the automatic termination provisions of this Section 4.7, Grantee shall record a release of the Premises from this Easement in the public records of Kossuth County, Iowa within sixty (60) days after the date of such termination and deliver to Owner a copy of such recorded release within ninety (90) days after the date of such termination. Upon termination of this Easement as provided in this Section 4.7, Grantee agrees to remove all Improvements constructed or installed by Grantee on the Premises within ninety (90) days of such termination and restore the surface of the Premises in accordance with Surface Restoration. In the event that this Easement does not automatically terminate due to Grantee's tender of the payment pursuant to (ii) above, Section 4.8 and Articles 5 and 6 hereto shall no longer be applicable or of force or effect.

4.8 Suspension and Continuance of Development Program. If Commercial Operations have not occurred eighteen (18) months after the Commencement of Construction, Grantee may maintain this Easement for up to twenty-four (24) additional months by resuming payment of an annual rental of Ten and No/100 Dollars (\$10.00) per acre until the date upon which Commercial Operations begin at which time such rental payments shall no longer be applicable or required. This provision shall not be applicable after the Commencement of Commercial Operations except in the event of additional construction activities arising from the

subsequent development of "Undeveloped Lands", which shall be designated after the third (3rd) anniversary of the Commencement of Commercial Operations as provided for under Section 23 herein, that were not utilized for the initial and primary Wind Energy Project. After the Date of Commercial Operations, no Utilized Acreage shall be subject to additional or future rentals.

4.9 Voluntary Termination. Notwithstanding any contrary terms of this Easement, Grantee shall have the right at any time to terminate this Easement as to all or any portion of the Premises on which no Improvements have been constructed or installed and release such tract of land from this Easement as Grantee shall so designate by written notice to Owner accompanied by an instrument recordable in the real property records of Kossuth County, Iowa, setting forth a legal description of such tract of land of the Premises to be released and declaring the Easement terminated as to such tract of land. In the event Grantee releases less than the entire acreage described on Exhibit "A", each tract or tracts to be released shall be in the form of a square or a rectangle with its length not exceeding twice its width and such released tract(s) shall be contiguous to property boundaries, so far as reasonably practical. If all or any portion of this Easement terminates pursuant to the voluntary termination provisions of this Section 4.9, Grantee shall record a release of the tract of land released from this Easement in the public records of Kossuth County, Iowa within sixty (60) days after the date of such termination and deliver to Owner a copy of such recorded release within ninety (90) days after the date of such termination. Upon such notice and execution and recording of such release by Grantee, the Easement shall be terminated as to the tract of land of the Premises so described and no further, future rights or obligations shall accrue thereafter between Owner and Grantee under this Easement with respect to any of such released tract of land. Thereafter, the term "Premises" when used in this Easement shall be deemed to exclude reference to any such released tract of land.

4.10 Liquidated Damages. As of the Effective Date, the damages that would result to Owner from Grantee's failure to timely record a release of this Easement are conjectural and uncertain in that Owner could be unable to lease or sell such acreage to any potential lessee or buyer until such release is provided. Such cloud on Owner's title would make it difficult to ascertain the exact amount of damages which Owner would sustain due to lost prospects, lost bonuses and lost royalties. Such losses are not readily ascertainable at this time. The following provision is intended as a reasonable forecast of just compensation of any delay in Grantee recording a release of this Easement. If Grantee fails to timely record any release required under this Easement within such sixty (60) day period called for in Section 4.9, Grantee shall pay Owner, as liquidated damages, Ten and No/100 Dollars (\$10.00) per acre, per day, for each acre of land the Grantee is obligated to release until such release is recorded, provided however that such payment shall not exceed Ten Thousand and No/100 Dollars (\$10,000.00).

4.11 Surface Site Payments. Grantee agrees to pay Owner for each surface site used by Grantee, other than those set out in Sections 4.2, 4.3, 4.12, 4.13, and Section 7.14.1 herein, without duplication, for communication buildings, staging areas and temporary structures for use by Grantee during construction of the WTG's and other Improvements, permanent meteorological towers, and/or any permanent observation towers, a one-time payment based on the going rate being paid for such surface sites and usage in the area at the time, but in no event shall such payment be less than Two Thousand and No/100 Dollars (\$2,000.00) per acre, with a minimum payment of Two Thousand and No/100 Dollars (\$2,000.00) regardless of the actual

size of the site. Surface site damage payments shall be calculated on the basis of the total area cleared by Grantee or the total area used by Grantee in its operations, whichever is greater. The computation of acreage for the purpose of calculating surface damages for surface site payments shall be to the nearest whole number of acres and in the event of a fraction of an acre, the fraction shall be rounded up to the next highest whole number. Upon termination of the Easement, Grantee shall restore such surface sites as provided herein.

4.12 Power Line Payments. In the event it is necessary for Grantee to construct underground electric gathering or collection lines and overhead power lines (including junction boxes and other associated equipment) on the Premises in connection with the collection and/or transmission of electricity, , Grantee agrees to pay Owner a one-time payment on the basis of Eight Thousand and No/100 Dollars (\$8,000.00) per mile for (i) all such overhead power lines, and (ii) all such underground lines to the extent that the underground lines do not run along the route of or under new roads or rights of way constructed by Grantee or existing roads or rights of way improved by Grantee on the Premises (such overhead and underground lines, including junction boxes and other associated equipment, collectively, the "Compensated Lines") provided however that the minimum payment for the Compensated Lines installed on the Premises shall be Eight Thousand and No/100 Dollars (\$8,000.00). Such payments shall constitute payment for applicable surface and crop damages for the Compensated Lines. The computation of distance for the purpose of calculating payments for such lines shall be of the total distance of all lines that are Compensated Lines added together, with such sum of the total distance, in the event of a fraction of a mile, then rounded to the next highest whole number of miles. Additionally, Grantee agrees to pay Owner a one-time payment of \$1,000.00 for each junction box that it installs on the Premises. Grantee will not construct any underground or above ground electric transmission lines of any nature without prior consultation with Owner regarding the necessary location. Grantee's electric gathering or collection lines shall be placed underground unless impractical to do so due to subsurface conditions.

4.13 New and Improved Road Payments. Grantee agrees to pay Owner for each new road constructed by Grantee for the Easement Term and existing roads improved by Grantee on the Premises a one-time payment based on Eight Thousand and No/100 Dollars (\$8,000.00) per mile, with a minimum payment of Eight Thousand and No/100 Dollars (\$8,000.00) regardless of the actual distance of any such road. Any such roads shall not exceed thirty-six (36) feet in width (or a temporary width of fifty (50) feet of such roads during construction or certain maintenance/repair activities for the WTG's and other Improvements) without the consent of Owner, such consent not to be unreasonably withheld. The computation of distance, for the purpose of calculating payments for new and improved roads, shall be of the total distance of all new and improved roads on the Premises added together, with such sum of the total distance, in the event of a fraction of a mile, then rounded to the next highest whole number of miles. Payments under this Section 4.13 shall also constitute payment for surface and crop damages for the construction or installation of all underground electric gathering or collection lines and overhead power lines on the Premises that run along the route of or under new roads constructed by Grantee or existing roads improved by Grantee on the Premises, and any payments under this Section 4.13 shall be without duplication of the payments for Compensated Lines under Section 4.12.

4.14 Temporary Meteorological Tower. Grantee shall have the right to construct, operate and maintain a temporary meteorological tower (and related Improvements) on the Premises for a term consistent with the development provisions within Section 4.7. The location of such temporary meteorological tower shall be selected by Grantee after consultation with Owner. Grantee shall pay Owner a one-time payment in the amount of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) days following the completion of construction of such temporary meteorological tower. In the event that this Easement is extended for a period of twenty-four (24) months pursuant to Section 4.8, Grantee shall have the continued right to operate and maintain such temporary meteorological tower on the Premises; provided that Grantee shall pay Owner an additional one-time payment of Five Hundred and No/100 Dollars (\$500.00) within forty-five (45) days of resuming rental payments pursuant to Section 4.8. In addition to the foregoing rights, Grantee shall further have the option to operate and maintain such temporary meteorological tower on the Premises for an additional twenty-four (24) months commencing at the Commercial Operation Date; provided that Grantee shall pay Owner an additional one-time payment of Five Hundred and No/100 Dollars (\$500.00) within forty-five (45) days of the Commercial Operation Date.

4.15 Repowering. In the event Grantee (i) replaces all or portions of any WTGs or other Improvements in connection with any repowering effort during the Easement Term, or (ii) extends this Easement pursuant to Section 24 hereof, the payment provisions described in this Section 4 will apply with respect to such repowering efforts to the extent such payments are required for use of additional surface estate or new disturbance of the surface estate.

4.16 Payment Timing. Grantee's payments under Sections 4.2, 4.3, 4.6, 4.11, 4.12 and 4.13, to the extent applicable, shall be made within thirty (30) days after the completion of construction of the Improvements on the Premises.

5. RENTALS AND ROYALTIES

5.1 Rentals. Within thirty (30) days after the Effective Date, and on each of the first three anniversaries of the Effective Date of the Original Wind Easement, Grantee shall pay Owner annual rental in an amount equal to Four and No/100 Dollars (\$4.00) per acre. If the Commencement of Construction or Date of Commercial Operation has not occurred as of the fourth (4th) anniversary of the Effective Date, then Grantee may maintain this Easement in full force and effect for up to one (1) additional year by paying to Owner, on or before the fourth (4th) anniversary of the Effective Date, an increased rental amount for each acre included within the Premises, as of such anniversary, in the amount of Two and No/100 Dollars (\$2.00) per acre, thereby making the total annual rental amount Six and No/100 Dollars (\$6.00) per acre. After the Date of Commercial Operation has occurred no further rentals are due under the terms of this Easement.

5.2 Energy Royalty. Grantee shall pay Owner royalties on electricity produced from WTG's located on the Premises, or on electricity sales from the Wind Energy Project otherwise attributable to the Premises (the "Energy Royalty") as follows: (1) four percent (4.0%) of the Gross Revenues from the Date of Commercial Operation until the fifth (5th) anniversary of the Date of Commercial Operation; (2) four and one-half percent (4.50%) of the Gross Revenues from the fifth (5th) anniversary to the tenth (10th) anniversary of the Date of Commercial

Operation; (3) five percent (5.00%) from the tenth (10th) anniversary to the fifteenth (15th) anniversary of the Date of Commercial Operation; (4) five and one-half percent (5.50%) from the fifteenth (15th) anniversary to the twentieth (20th) anniversary of the Date of Commercial Operation; (5) six percent (6.00%) from the twentieth (20th) anniversary to the twenty-fifth (25th) anniversary of the Date of Commercial Operation; and (6) six and one-half percent (6.50%) from the twenty-fifth (25th) anniversary of the Date of Commercial Operation until the end of the initial Easement Term.

5.3 Definition of Gross Revenues. "Gross Revenues" means the total monies received by Grantee from a utility company or other power purchaser (provided, however, that if electricity is sold to a subsidiary or affiliate of Grantee, then, and only then, the gross receipts from the sale of electricity under such contract shall be calculated using a sale of not less than the arithmetical average of the prices quoted by market sources of information, which information may be based upon the price paid by any purchaser or purchasers, including Grantee or any subsidiary or affiliate of Grantee, for electricity produced in the Iowa region of the Midwest Independent System Operator ("MISO") from operation of wind turbines during the calendar year immediately preceding the year in which such electricity production from the Wind Energy Project occurs, taking into account the aggregate terms associated with such transaction) derived from the sale of electric energy and capacity produced and sold from the WTG's installed on the Premises, net of proportional energy losses associated with the power collection system or utility interconnection. For the avoidance of doubt, Gross Revenues shall (A) exclude monies received from any source other than the sale of electric energy and capacity, including, without limitation, any of the following: (i) any federal, state, county or local tax benefits, grants or credits or allowances related to, derived from, or granted to the Wind Energy Project or Grantee, including, but not limited to, investment or production tax credits, or property or sales tax exemptions, (ii) proceeds from financing activities, sales, assignments, partial assignments, contracts (other than the power purchase agreement) or other dispositions of or related to the Wind Energy Project (such as damages for breach of contract or liquidated damages for delays in project completion or failures in equipment performance), (iii) amounts received as reimbursements or compensation for wheeling costs or other electricity transmission or delivery costs, and (iv) any proceeds received by Grantee as a result of damage or casualty to the Wind Energy Project, or any portion thereof and (B) include any revenues derived from Grantee's sale of carbon dioxide trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products, any of which are allocated to Grantee, if applicable, through its participation in any voluntary registry, association or market-based exchange.

5.4 Free Royalty. All Royalty accruing under this Easement shall be without deduction, either directly or indirectly, for the cost of producing, gathering, storing, transporting, delivering, marketing or otherwise making the electricity produced from the Premises ready for sale or use.

5.5 Measurement Point. Grantee shall physically deliver electricity produced by the Wind Energy Project at the point ("Point of Delivery") where the Interconnection Facilities are connected to the conductors of a transmission and/or distribution service provider under the jurisdiction of the Iowa Utilities Board ("IUB") that owns and maintains a transmission or distribution system on or near the Premises for the wholesale delivery and subsequent

transportation of energy; including a municipally owned utility or rural electric cooperative (a "TDSP"); provided, however, that Grantee may sell or arrange for the sale of such electricity at delivery points other than the Point of Delivery, in which event, unregulated delivery charges assessed to Grantee as a scheduler or producer of power by the MISO or applicable Independent System Operator, ("ISO"), including scheduling fees, congestion management fees, load management fees and all other fees regulated by IUB, shall be the responsibility of Grantee and shall not be separately charged or otherwise invoiced to Owner nor deducted from the calculation of Gross Revenues.

5.6 Minimum Royalty. Beginning forty-five (45) days after each anniversary of the Date of Commercial Operation, pursuant to Section 6.1, and continuing annually thereafter Grantee shall pay Owner a minimum royalty (the "Minimum Royalty") equal to the greater of (1) the dollar amount per nameplate rated Megawatt Capacity or (2) the dollar amount per WTG Installed on the Premises based on the minimum dollar amount per year, as set forth in the table below. In the event the Megawatt Capacity per WTG increases during the Easement Term as a result of any repowering effort, the Minimum Royalty shall likewise increase where applicable. The Minimum Royalty shall be prorated for partial years. Grantee shall be allowed to credit against the Minimum Royalty any Energy Royalty accrued during any applicable year and timely paid to Owner as provided in this Easement. In each year that the Energy Royalty timely paid to Owner in accord with this Easement exceeds the Minimum Royalty, then no Minimum Royalty shall be due. If following Commercial Operation, Grantee terminates this Easement prior to the end of the Easement Term, the full Minimum Royalty for the year of termination will be due and payable unless such Energy Royalty paid during such year exceeds the Minimum Royalty.

APPLICABLE PERIOD	MINIMUM ROYALTY
From the Date of Commercial Operation through the fifth (5th) anniversary of the Date of Commercial Operation	\$3,500.00 per Megawatt Capacity or \$7,000.00 per WTG
From the fifth (5th) anniversary of the Date of Commercial Operation through the tenth (10th) anniversary of the Date of Commercial Operation	\$4,000.00 per Megawatt Capacity or \$8,000.00 per WTG
From the tenth (10th) anniversary of the Date of Commercial Operation through the fifteenth (15th) anniversary of the Date of Commercial Operation	\$4,500.00 per Megawatt Capacity or \$9,000.00 per WTG
From the fifteenth (15th) anniversary of the Date of Commercial Operation through the twentieth (20th) anniversary of the Date of Commercial Operation	\$5,000.00 per Megawatt Capacity or \$10,000.00 per WTG

From the twentieth (20th) anniversary of the Date of Commercial Operation through the end of the Easement Term of the Date of Commercial Operation	\$5,500.00 per Megawatt Capacity or \$11,000.00 per WTG
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6. PAYMENT AND ACCOUNTING

6.1 Royalty Payment Date. Grantee shall pay the Energy Royalty to Owner annually, following the Date of Commercial Operation, on or before forty-five (45) days after each anniversary of the Date of Commercial Operation during the Easement Term. Grantee shall exercise commercially reasonable efforts in the production, sale and disposition of electricity produced from the Wind Energy Project and accounting for the Royalty. The actual receipt of payment from the purchaser of electricity upon which Energy Royalty is due shall not be a condition for Grantee's obligation to pay Royalty. Commencing with the first Energy Royalty payment to Owner, and annually thereafter, on or before the date the Energy Royalty payment is due, Grantee shall deliver to Owner a settlement statement and report, setting forth in reasonable detail the Gross Revenues accrued, received or otherwise realized by Grantee during the preceding quarter, the source of the Gross Revenues, the electricity production from the Wind Energy Project, the allocation of the electricity production from the Wind Energy Project to the separate leaseholds or easements within the Wind Energy Project (including the Premises), the calculation of the Energy Royalty and the calculation of any Minimum Royalty due or paid. Owner shall have the right to inspect and audit records pertaining to the calculation of Royalty, as further provided in this Easement.

6.2 Place of Payments. All Installation Payments, damage payments, liquidated damages, other damages, rental, Royalty and any other payments required to be paid and delivered by Grantee to Owner under this Easement shall be payable to Owner and delivered to the address for Owner set forth in Section 2 or at such other address as Owner may notify Grantee, in writing during the Easement Term.

6.3 Additional Sum Due for Late Payment. In the event any Installation Payment, damage payments, liquidated damages, other rental or damages or any Royalty is not timely paid to Owner in accord with this Easement, Grantee shall pay Owner interest on the past due payment at the rate of ten percent (10%) per annum or the highest rate of interest allowed by law, whichever is less. Such interest shall accrue monthly on the past due payment amount (no compounding of the additional sum), until the past due payment is paid in full.

6.4 Non-Delegation. Subject to the provisions of Section 10, Grantee's obligation to pay Royalty pursuant to this Easement is absolute and otherwise nondelegable. Grantee is unconditionally obligated to Owner to make, and shall be liable for, payment of Royalty under this Easement irrespective of the failure or bankruptcy of any third party purchaser of electricity, and irrespective of the execution by Owner of a division order or any similar agreement in favor of any such third party purchaser. This Easement shall not be altered, amended, extended or ratified by any division order or other payment confirmation statement executed by Owner. Any division order or similar instrument executed by Owner shall be binding upon Owner only until

revoked by Owner, provided that Owner shall never be required to execute any division order or similar instrument as a condition to receiving any payment provided for in this Easement.

6.5 Meter Installation and Calibration. The supply of electricity by Grantee to any third party purchaser shall be accurately measured and metered by Metering Equipment prior to the delivery of such electricity from the Premises or from the Wind Energy Project if the Premises is included as part of the Wind Energy Project without separate metering capability. Grantee shall not commingle electricity produced from the Premises with electricity produced from other land or leases prior to accurate measurement and metering other than as commingled with the Wind Energy Project. "Metering Equipment" shall mean any and all equipment required for the measurement of electricity, demand, energy, reactive demand or reactive energy and the times during which such demand or energy is transported in accord with generally accepted industry standards. Unless the accuracy of the Metering Equipment is disputed by notice delivered by either Owner or Grantee to the other, the Metering Equipment shall be deemed to be accurate. If notice is given, the Metering Equipment shall be examined within a reasonable period by the TDSP in accord with the applicable substantive rules of the IUB. If such test finds that the inaccuracy of the registration of kWh or kW at normal loads exceeds that allowed by ANSI Standard C.12, or subsequent amendments thereto, suitable adjustment shall be made in the calculation of the Energy Royalty, and within a reasonable period following that determination, the Metering Equipment shall be re-calibrated or replaced. If such test finds the Metering Equipment to be accurate within such standard, the Metering Equipment shall be deemed to be accurate and the cost of moving, testing, and replacing the Metering Equipment shall be paid by the party who issued the notice. If it is discovered that any reading of the Metering Equipment or translation of the readings into charges have been incorrect outside such standard then the amount of money due for energy that would have been metered within such standard shall be paid forthwith. If appropriate meter reading personnel cannot gain access to read the Metering Equipment, or the Metering Equipment fails to register correctly the amount of electricity supplied, or the readings are not communicated to Grantee in time for whatever reason, Grantee shall reasonably estimate the quantity of the electricity produced, and Grantee shall calculate and pay the Energy Royalty on the estimated amounts subject to any adjustments which may be necessary following the reading to accurately pay in accordance with the terms herein. Grantee shall notify Owner of any dispute or query regarding the Metering Equipment made by the TDSP.

6.6 Right to Inspect Records. Grantee shall keep true, accurate and complete books, records, accounts, contracts and data sufficient to support and to verify calculation of Royalty, rental, damages and any other payments owed under this Easement, and compliance with all terms, covenants, and operations under this Easement. Owner reserves the right, and Grantee grants to Owner the right, personally or by representative, at reasonable intervals during the Easement Term, to inspect the books, accounts, records and data within the possession or control of Grantee pertaining to the production, transportation or sale of electricity produced from the Premises or to the operations under this Easement, including statements from third parties which verify price, value or quantity of electricity generated by and/or sold by the Wind Energy Project. Owner shall give Grantee notice of the exercise of this right of inspection and, within fifteen (15) days after receipt of such notice, Grantee shall make available to Owner all such books and records and contracts (together with copies thereof if requested by Owner and at Owner's expense), along with all other data necessary for Owner or his agent to inspect such

operations, revenue, rental, damages and/or Royalty payments. Owner shall maintain the confidentiality of all such information at all times during the Easement Term pursuant to Section 25.4. Grantee shall deliver to Owner for each calendar year the results of an internal audit certified by Grantee and confirming all Royalty, rental and other payments required under this Easement have been properly paid. If Grantee maintains such records at an office of Grantee located in the State of North Carolina, then upon Owner's request Grantee shall make all books and records necessary for Owner's inspection and audit available at the offices of Grantee, unless the parties agree to another location in writing. If Grantee maintains such records at a location outside the State of North Carolina, then upon Owner's request Grantee shall make all books and records necessary for Owner's inspection and audit available at the operations and maintenance building for the Wind Energy Project, or at such other reasonable location determined by Grantee within the State of Iowa, upon reasonable advance notice.

6.7 Audit of Production Records. Owner reserves the right, and Grantee grants to Owner the right, no more than once per year, to have conducted a non-contingent fee audit of all such books, records and contracts by a certified public accountant of Owner's choice, which certified public accountant shall select the audit procedure to be utilized in such audit, and such procedure selected shall be binding on Grantee so long as such procedure is accepted under general accounting practice and standards. Owner shall bear the expense of any such audit; provided however, if it is determined that Owner has not been correctly paid all sums owed Owner and such payments are greater than two percent (2%) deficient, then Grantee shall reimburse Owner for all costs and expenses incurred by Owner for such audit, together with all unpaid revenues and interest thereon in accord with the terms of this Easement.

7. USE OF THE PREMISES

7.1 Exclusive Use and Owner Access. This Easement grants to Grantee a sole, superior and exclusive right of use, enjoyment or possession of the Premises for the Permitted Use, including without limitation as to (a) each WTG Pad during the period of construction of the WTG located on such WTG Pad, (b) fenced construction staging or storage areas of Grantee, (c) any Utility Substation, (d) the O&M Building and (e) any Collection Substation, where Grantee shall have the exclusive right of use, possession and enjoyment of such facilities, all subject to Owner's inspection and emergency rights under this Easement. Grantee shall have the right, but not the obligation, to construct temporary fencing around each WTG Pad during the period of construction of the WTG. Grantee shall remove all temporary fencing within fifteen (15) days following Installation of the WTG. Owner and Owner's lessees and authorized representatives, at their sole, risk and expense, shall have the right, to enter upon any portion of the Premises, at any reasonable time, to inspect the Premises, to confirm Grantee's compliance with the terms of this Easement or to make repairs or improvements to property of Owner or Owner's lessees, as Owner may deem necessary in its sole discretion, but with no duty or obligation to do so. Provided however, Owner or Owner's lessees or representatives shall not enter any fenced WTG Pad, or the fenced areas of any construction site, a Utility Substation, Collection Substation or the O&M Building, except when accompanied by a representative of Grantee. Owner shall exercise such rights of access reasonably, upon not less than twenty-four (24) hours' notice to Grantee of Owner's desire to enter any such areas and only during customary business hours. Provided further however, in the case of emergency, which means material and imminent danger to human health or property, notice may be immediate to

Grantee's representative, and Owner may enter upon any such area without such representative if such representative is not immediately available. When entering any such exclusive area Owner shall comply with all normal operational and safety requirements of Grantee and all requirements of laws and permits applicable the Improvements located and the activities being conducted in such areas and in such manner as not to interfere unreasonably with the business of Grantee.

7.2 Grantee's Permitted Use. Grantee is not authorized to use the Premises for any purpose other than the Permitted Use, without the prior written consent of Owner. Grantee shall at all times operate its business and conduct its operations on the Premises as would a reasonably prudent person engaged in the same or a similar enterprise. Grantee shall not bring onto the Premises any property not related to the Permitted Use. Grantee shall not conduct tours or otherwise permit entry on the Premises by any party who is not an employee, agent or contractor of Grantee, an actual or prospective lender, equity investor or purchaser, a governmental agency with jurisdiction, a purchaser of the electricity generated by the Wind Energy Project or any other entity, or a consultant or advisor of the foregoing, whose presence is reasonably appropriate in connection with the Permitted Use. Grantee hereby assumes full responsibility and liability for the actions and the safety of Grantee and Grantee's employees, representatives, agents, contractors, invitees, licensees or any other person entering the Premises under the direction or control of Grantee (a "Grantee Party"), and Grantee shall defend, indemnify and hold Owner harmless from all acts of Grantee or a Grantee Party in accordance with the indemnification provisions of this Easement.

7.3 No Unlawful or Disreputable Use of Premises. Grantee shall observe and comply with all laws, statutes, ordinances, rules and regulations promulgated by any government agency and applicable to Grantee's use of the Premises. Grantee shall not occupy or use the Premises or permit any portion of the Premises to be occupied or used for any purposes or in any manner which is unlawful or contrary to governmental regulations or ordinances, in whole or in part, or which is contrary to the terms and provisions of the instrument or instruments creating and governing Grantee's existence. Owner acknowledges that the Permitted Use is not contrary to the terms and provisions of the instrument or instruments creating and governing Owner's existence.

7.4 Maintaining the Premises. Grantee shall take reasonable care of the Premises and use reasonable efforts to keep the same free from debris and waste, and shall remove all refuse, litter and debris created or left by Grantee or a Grantee Party from the Premises. Grantee may, but shall not be required to, remove the remains of any improvements, which are located on the Premises as of the Effective Date. Grantee shall not bury or burn any trash, debris or other foreign material on the Premises. During periods of construction, restoration or similar operations, Grantee shall require Grantee's employees, agents and/or contractors to pick up trash and debris from Grantee's operations on the Premises on a daily basis and keep all work areas and roads neat and clear of trash and debris. All trash and debris resulting from Grantee's operations shall be removed from the Premises and under no circumstances shall such trash and debris be buried or burned on the Premises or on Owner's adjacent lands. Concrete trucks shall not discharge concrete on Owner's roads or on any other location on the Premises, except at a construction site. Grantee or any contractor working on the Premises under authority of Grantee shall provide its employees with portable toilet facilities during installation, operations, repair and removal of Improvements.

7.5 Gates and Locks.

(a) Grantee may use existing gates and roads, where available and as designated by Owner, to access the Premises if, in Grantee's reasonable discretion, such existing gates and roads are sufficient for Grantee's construction and operation activities related to the Wind Energy Project. Upon notification by Grantee of its plans to commence construction of Improvements on the Premises (other than meteorological towers or stations and initial Improvements related to the initial assessment of the Wind Resources of the Premises), Grantee may construct separate gates and roads for Grantee's entrance to and ingress and egress across the Premises, which designated entrance gate or gates shall be constructed at a location selected by Grantee after consultation with Owner and which entrance gate(s) shall be built to Owner's reasonable specifications. Grantee and all persons entering or leaving the Premises in connection with Grantee's operations under this Easement shall keep all outside and interior gates along the route or routes designated for such access securely closed, except immediately before and immediately after each use. If, as a result of Grantee's operations on the Premises, any cattle or livestock escape, then Grantee shall promptly pay for any loss or injury to the escaped cattle or livestock, and Grantee shall reimburse the owner of such livestock for all expenses incurred in rounding up such livestock. Spray paint or other permanent marking material shall not be used on Owner's gates, fences, or other property on the Premises. Grantee may, at Grantee's expense, install a lock on each boundary entrance gate used to access the Premises; provided that in such event, Grantee promptly provides to Owner's Contact Person a key, combination or opening device to any lock installed by Grantee on an entrance gate to the Premises. If Grantee fails to provide a key, combination or opening device to any lock on a gate on the Premises, which device is installed or maintained by Grantee or for Grantee's benefit, then Owner shall have the unfettered right to circumvent such lock in any manner whatsoever and shall have no liability, direct or consequential, for doing so. Grantee shall not remove existing locks in place on the Premises without Owner's written consent, such consent not to be unreasonably withheld.

(b) The locks used by Grantee on each entrance gate during Improvements construction and operations on the Premises shall be changed by Grantee within thirty (30) days after completion of construction operations to another and different lock reasonably approved by Owner. At no time will Grantee be allowed more than one (1) lock on each boundary entrance gate used by Grantee to access the Premises. Grantee, its contractors, subcontractors, service and supply personnel and all other representatives of Grantee shall use the same lock at each gate. If requested by Owner, Grantee agrees, at Grantee's expense, to place a representative at the entrance gate to the Premises during all times that Grantee is conducting construction, repowering or removal operations of WTGs, the O&M Building and related Improvements on the Premises, which representative shall be responsible for keeping such gate closed when not in actual use for access to the Premises.

7.6 Construction and Maintenance of Roads. Except as provided in this Section, Grantee may reasonably use existing roads located on the Premises for the Permitted Use. If existing roads situated on the Premises do not have sufficient load bearing capacity to support Grantee's operations, Grantee shall take all necessary measures to improve such roads to the extent that they have sufficient load bearing capacity to support Grantee's operations at Grantee's sole cost and expense. Grantee shall consult with Owner prior to building any new road or improving any existing road so that same may be located in Grantee's sole but reasonable

discretion consistent with Owner's or Owner's lessee's use of the Premises. Grantee shall endeavor to construct a road system for the Wind Energy Project between and among its Improvements, which minimizes the number of new roads and the amount of surface acreage over which such roads are constructed. Grantee shall not construct, improve, maintain or use any road on the Premises except in conformity with this Easement.

7.6.1 Standards for Road Use and Construction. Grantee shall construct new roads and maintain all roads to the extent used by Grantee in Grantee's operations on the Premises in good condition and repair so as to be passable in all weather conditions (with the exception of heavy rain events). Roads used by Grantee shall:

- (a) use appropriate construction material, such as caliche, gravel or asphalt, packed, graded and smoothed by road building equipment;
- (b) be crowned in the center;
- (c) be maintained a minimum width of at least ten feet (10'), except at fence crossings, where the width shall be the width of the gate or cattle guard;
- (d) have gates at each point where a road crosses a fence on the Premises, such gate to be of good quality and sufficient to turn cattle, sheep, goats and other livestock (cattle guards at Grantee's option may be substituted for a gate with and upon delivery of Owner's written permission, such permission not to be unreasonably withheld); and, if requested, by Owner, Grantee agrees to install gates at each cattle guard which may be closed across cattle guards during any cattle roundup.
- (e) incorporate underpasses or bridges to accommodate the natural flow of water over the surface, such underpasses or bridges may be small metal to large metal or cement pipes (culverts or horns) to be covered with suitable road materials as described in forgoing requirement (a);
- (f) incorporate terraces across and/or along roads when necessary to prevent erosion; and
- (g) be improved or constructed so to provide for storm water drainage consistent with sound soil conservation and erosion prevention standards (Owner and Grantee recognize that the construction and improvement of roads on the Premises may lead to increased soil erosion from storm water runoff, and that the prevention of same is a material condition to the granting of this Easement).

7.6.2 Upon Owner's request, Grantee shall deliver to Owner a map prior to the beginning of construction of proposed Improvements (and updated as needed to reflect material modifications of the road system) of the road system constructed, improved, maintained or used by Grantee on the Premises.

7.6.3 When any roads constructed by Grantee are no longer used by Grantee, Grantee shall, upon request by Owner after notice from Grantee of non-use of the roads, remove any topping from the roads and complete Surface Restoration of the area of such road.

7.6.4 During the investigation of Wind Resources prior to the construction of WTGs, and under certain limited circumstances after WTG construction begins, Grantee may need occasionally to use existing trails or roads on the Premises not being improved or maintained by Grantee ("Reconnaissance Use"). Reconnaissance Use will be limited to and for the sole purpose of determining or evaluating (a) the Wind Resources of the Premises, (b) the best locations to construct roads to any additional WTG locations, (c) the location of Interconnection Facilities, (d) the location of additional roads to county roads or state highways, or (e) other uses necessary or convenient in connection with the construction, repair, replacement or operation of the Wind Energy Project. Grantee shall maintain the roads it uses in furtherance of Reconnaissance Use in at least the same conditions as existed at the time the Reconnaissance Use commenced.

7.6.5 Owner and Owner's agricultural, hunting and ranching lessees, along with other invitees and/or guests of Owner shall also have the right to use any road constructed, improved or maintained by Grantee. However, this Easement does not grant any other lessees of Owner, such as mineral lessees, any express or implied right to use roads constructed by Grantee without Grantee's permission, provided such permission will not be withheld unreasonably. All such lessees must reach separate arrangements with Grantee for use of roads constructed by Grantee.

7.7 Utilities. Grantee shall promptly pay on or before same is due, all electrical, utility, sewer and other utility charges, if any, relating to any Permitted Use on the Premises. Grantee shall cause all accounts for such utilities, if any, to be placed and maintained in Grantee's name. Owner makes no representation regarding utility services which may or may not be available to the Premises, and shall not be liable for any interruption or failure in utility services arising from any cause whatsoever.

7.8 Vegetation. Other than as reasonably necessary for construction, maintenance, removing, and replacing of WTGs on WTG Pads, Interconnection Facilities, roads or other Improvements, Grantee shall not remove or destroy any vegetation on the Premises, including trees of any variety, without the prior written consent of Owner. When removing or destroying any vegetation, Grantee shall comply with all applicable statutes, rules and regulations and ordinances of any governmental entity having jurisdiction over all or any part of the Premises. Grantee shall use reasonable efforts to prevent the introduction of foreign vegetation onto the Premises which may occur as a result of Grantee's operations on or utilization of the Premises. Grantee shall keep the roadways and areas around facilities and WTGs free of weeds and undesirable vegetation.

7.9 Fire Protection. Grantee shall not build fires on the Premises and will use commercially reasonable efforts to prevent grass fires or other fire related damage to the Premises or any of Owner's improvements thereon. Grantee shall not use any barbecue pits on the Premises and shall post and maintain "NO SMOKING" signs at the entrance gate or gates to the Premises and at the O&M Building.

7.10 Water Wells. Grantee shall not use or otherwise interfere with any known water well or wells or water storage tanks that may exist on the Premises without the prior written consent of Owner. Grantee shall have the right to drill water wells on the Premises or to use any surface or subsurface water situated on or under the Premises after consultation with Owner

regarding the location of such wells and only upon payment to Owner of the then prevailing market price for such water. Any wells established on the premises shall, at the option of the Owner, be left as a part of the premises upon termination of the lease.

7.11 Notification of Construction / Meeting with Owner's Representative. Grantee shall give Owner notice of the date that Grantee shall commence construction operations to construct WTGs and/or related Improvements on the Premises (other than meteorological towers or stations and initial Improvements related to the initial assessment of the Wind Resources of the Premises) within a reasonable time prior to any such construction activities, but in any case at least thirty (30) days prior to the commencement of such construction operations. Grantee agrees that Grantee will endeavor to schedule a meeting, on the Premises, with Owner's Representative to discuss point of entry, road access and Grantee's placement of Improvements on the Premises prior to commencement of any operations on the Premises in order that Owner's Representative will have an opportunity to discuss with Grantee any improvements of Owner in the area of proposed construction that might be impacted by Grantee's development and construction plans.

7.11.1 Drainage Tiles. In order to assist Grantee mitigate damage to the Premises, Owner shall provide Grantee a map identifying the location of all public or private underground drainage tiles within the Premises no later than ninety (90) days following the Effective Date of this Easement; so long as providing a map identifying such underground drainage tiles is practicable. In any event, Owner shall fully cooperate with Grantee to determine the location of all underground drainage tiles within the Premises. Grantee shall construct and install all electric gathering lines, conduit, fiber optics and cables for the collection of electricity (and related data) from the WTGs of the Wind Energy Project underground, buried to a depth of at least forty (40) inches, to the point of connection with any Utility and/or Collection Substation so long as: (i) soil conditions do not make it commercially impracticable to do so; or (ii) such burial is not commercially unreasonable due to technical impracticability or legal impediments, unless Owner consents to a lesser depth. During construction, if Grantee encounters underground drainage tiles while trenching for such underground lines, Grantee shall install its underground lines below the drainage tiles unless the drainage tiles are sixty (60) inches or more below the surface, in which case Grantee shall install its underground power lines above the drainage tiles. Grantee shall repair or replace, at Grantee's sole cost and expense, any and all drainage tiles damaged as a direct result of Grantee's construction activities on the condition that Owner submits written notice of such damaged tiles to Grantee within thirty (30) months from the time of Grantee's construction of Improvements upon the Premises.

7.12 Fences. Grantee shall not cut or otherwise breach any fence or fences of Owner or Owner's lessees in connection with any operations on the Premises without first consulting with Owner as to the location of such cut. Grantee shall, prior to cutting any fence, brace the existing fence adequately on both sides of the proposed cuts so that when the fence is cut there will be no slackening of the wires. After any fences are cut, a gate of a type reasonably specified by Owner and similar to the existing gates shall immediately be placed in the fence. Further, Grantee shall promptly repair any gate, cattle guard, fence, road or other improvement that may suffer damage or injury by reason of Grantee's operations. Grantee shall maintain approaches, gates, cattle guards and roads used in connection with its operations in a good state of repair. Grantee may also at its option and upon Owner's approval (which will not be unreasonably

withheld) install and maintain substantial iron cattle guards capable of turning cattle in substitution for any gates on the Premises which Grantee uses.

7.13 Construction Activities and Restoration. Upon request of Owner, Grantee shall fence any O&M Building, any Utility Substation, Collection Substation and/or any construction staging or storage areas or any excavations dug on the Premises in connection with construction operations. Within a reasonable time (not to exceed three (3) months) after Installation of a WTG or completion of construction of a Utility Substation, a Collection Substation, the O&M Building, an access road or any Improvement related thereto, Grantee shall clean up each such WTG Pad, Utility Substation, Collection Substation, the O&M Building, road and adjacent areas of the Premises and complete Surface Restoration of such areas.

7.14 Livestock and Property Damages. Grantee agrees to use reasonable care in the conduct of all operations on the Premises to prevent injury or damage to the livestock, crops, buildings, water wells, water supply lines or other property of Owner or Owner's lessees situated on the Premises. Grantee agrees to pay Owner, in Kossuth County, thirty (30) days after written notice by Owner, for all actual damages to livestock, crops, buildings, fences, gates, cattle guards, houses, barns, windmills, tanks, water wells and water supply lines, and without limitation, all other property of Owner or Owner's lessees which is situated on the Premises at any time, which damage results from Grantee's operations thereon, regardless of whether the acts or omissions causing such damages constitute a breach of or default under any provision of this Easement.

7.14.1 Surface Damage and Access for Crane Walk. For the construction of WTG's and other Improvements on the Premises and on other lands on which a portion of the Wind Energy Project may be constructed, Grantee will be required to walk a crane across the Premises to and from the construction site(s) on the Premises and on such other lands. Owner hereby agrees to allow and grants Grantee the right to cross the Premises with the crane for such purposes. In the event of surface damage to the Premises as a result of such crane walk, whether such damage is to lands on which cultivated crops or natural (non-cultivated) vegetation are growing, Grantee shall pay Owner or Owner's tenant (as directed by Owner) a one-time surface damage and access fee of \$10.00 per rod, to be paid within ninety (90) days after completion of the crane walk, as full and complete consideration for access and surface damages to the Premises resulting from the crane walk.

7.15 No Hunting, Firearms or Illegal Drugs. Grantee and any Grantee Party shall not hunt or fish on the Premises nor hunt for or remove artifacts, arrowheads, petrified rocks, stones, gems or like materials from the Premises or any adjoining lands of Owner. No gun or firearm shall be permitted on the Premises. If anyone connected with Grantee's operations is found upon the Premises in violation of this covenant, they shall be considered as a trespasser, and Owner or Owner's lessees may file such charges as may be appropriate under the laws of the State of Iowa. Grantee and any Grantee Party shall not travel across Owner's property except in connection with the Permitted Use authorized under this Easement or the Wind Energy Project. Grantee shall not allow any Grantee Party to utilize any facilities on the Premises for living quarters, except as necessary for Grantee's employees, contractors and agents during construction operations. Further, no Grantee Party shall bring illegal drugs on the Premises or any of Owner's adjoining lands. If any Grantee Party violates this provision, Owner may give written notice

thereof to Grantee, and if Grantee does not voluntarily remove or exclude such Grantee Party, Owner shall have the right to eject such Grantee Party from Owner's lands and thereafter prohibit such Grantee Party from entering upon Owner's lands. Owner shall never require a Grantee Party offender to be fired from employment or terminated under any contractual arrangement with Grantee. If any Grantee Party offender's employment or other contractual arrangement is terminated because of a breach of this Section 7.15, Grantee will hold Owner harmless from any liability resulting from such termination. Because the monetary damages arising from the breach of this Section 7.15 by Grantee, or any Grantee Party, are difficult to calculate, Grantee and Owner agree that liquidated damages for the first breach of any specific obligation of Grantee under this Section 7.15 shall be Five Hundred and No/100 Dollars (\$500.00). The liquidated damages for the second and each subsequent breach of the same specific obligation shall be One Thousand and No/100 Dollars (\$1,000.00) per breach.

7.16 Owner's Use. Subject to the rights granted in this Easement to the Grantee, at all times during the Easement Term, Owner shall have and reserves unto Owner and Owner's heirs, successors, lessees and assigns, the right to use all or any of the Premises for all existing and future uses and activities which do not interfere with the Grantee's rights granted under this Easement and which are not specifically limited or excluded by this Easement, such uses to include, without limitation: farming, ranching and other agricultural uses; oil, gas, and mineral exploration and development; drilling and development of water and other surface minerals for commercial or private use; and hunting, wildlife management and recreational activities. Grantee acknowledges the present and future use of the Premises as a working cattle ranch, farm and recreational facility, including related agricultural uses, wildlife management and hunting operations. Grantee shall conduct its operations with commercially reasonable regard for all of Owner's (or Owner's lessees) current and future reserved uses of the Premises. However, under no circumstances will Grantee be required to modify, move or remove any of Grantee's Improvements which have been installed on the Premises pursuant to the terms of this Easement or to modify any of its Permitted Uses pursuant to this Easement to accommodate any use by Owner or any party claiming under the Owner. Owner's reserved uses and activities shall be at Owner's own risk, expense and liability.

7.17 Personal Turbine. Notwithstanding anything to the contrary contained in this Easement, Grantee agrees that Owner may construct and operate one or more wind driven, electricity-generating turbines on the Premises, together with all equipment necessary for Owner to produce electricity, for Owner's use on the Premises, provided that (a) Owner shall not sell such electricity to a third party, (b) any such turbine shall be no taller than one hundred (100) feet and (c) no such turbine shall be located within one thousand (1,000) feet of any WTG. Further, Owner agrees that any turbine constructed by Owner on the Premises shall not interfere with Grantee's operations on the Premises, as provided in this Easement.

7.18 Owner's Operations. Grantee understands and accepts that Owner conducts a substantial agricultural, hunting and wildlife management operation upon the Premises, and that the Owner is reserving all of Owner's right to continue to conduct those operations on the Premises, including leasing all or a portion of the Premises for hunting, so long as the same do not interfere with the rights granted to Grantee under this Easement. Owner shall take reasonable steps to protect Grantee's personnel and property from harm arising from Owner's hunting, wildlife management and agricultural operations during construction and also during

other times that Grantee's personnel are on the Premises. Owner shall notify Grantee from time to time when hunters and crop dusters are generally permitted and anticipated on the Premises. Owner shall use reasonable efforts, with respect to all such hunters granted permission to hunt in the vicinity of Improvements and any crop dusters, to notify such hunters and any crop dusters of the presence of Grantee's Improvements, personnel and operations, and to require such hunters and crop dusters to take reasonable precautions to avoid any damage to the Improvements or any injury to personnel. Grantee shall notify Owner of the time periods during which Grantee's personnel will be on the Premises conducting work.

7.19 Hunting During Construction. Grantee shall notify Owner in advance of the general commencement of construction (the term "construction" shall include any subsequent work on the Premises which Grantee has identified, by written notice to Owner, as a major or significant project involving workers on the Premises for a prolonged period) of Improvements on the Premises as required by this Easement to allow Owner to take action to minimize the disruption of Owner's hunting operations by such construction activities. Specifically, Grantee, absent exigent circumstances, will notify Owner at least thirty-six (36) hours in advance as to specific locations within the Premises where any Grantee Party will be engaged in construction activities. Upon such notice from Grantee designating the timing, location and the acreage involved in the portion of the Premises on which construction of Improvements shall be conducted, Owner shall notify in writing all hunters who have a right to hunt on the Premises that such hunters may not hunt on the portion of the Premises designated in such notice of construction during the period that Grantee has construction equipment and construction crews located on the portion of the Premises involved in such construction. To the extent that hunting is restricted by construction activities of the Wind Energy Project, then Grantee shall pay Owner for the loss, or partial loss, of hunting revenue pursuant to bona fide hunting leases with third parties (evidence of which shall be provided to Grantee upon Grantee's request) based on the actual loss to the Owner on a per acre basis for the portion of the Premises on which construction of Improvements had prohibited hunting, up to a maximum of Fifteen and No/100 Dollars (\$15) per acre per one (1) hunting season, subject to adjustment for inflation, as provided in this Easement. The payments for such loss shall be prorated based on the number of days that such construction activities restrict hunting in proportion to the total number of days in the hunting season for such portion of the Premises as provided under the rules and regulations of the Iowa Department of Natural Resources or other Iowa state agency having jurisdiction over hunting activities on the Premises. Owner shall not be entitled to compensation for loss of hunting revenue under any other lease or agreement. Owner shall take reasonable steps to protect Grantee's personnel and aboveground Improvements on the Premises from firearm use and will coordinate hunting and shooting activities with Grantee related to Grantee's operations on the Premises.

7.20 Studies and Wind Data Reports. Grantee shall deliver to Owner upon written request copies of all non-proprietary studies and wind data reports obtained by the Grantee on the Premises in connection with feasibility, siting, design or operation of the Improvements WITHOUT REPRESENTATION OR WARRANTY BY THE GRANTEE ("Owner Wind Data") not more than once per year during the Easement Term before the Date of Commercial Operation. ALL WIND DATA SHALL BE DEEMED CONFIDENTIAL BY OWNER DURING THE TERM OF THIS EASEMENT and subject to Section 25.4. Upon termination of this Easement for any reason and upon Owner's written request, Grantee shall deliver to Owner

any and all Owner Wind Data not previously delivered, and Owner's use and possession, of such information and data shall thereafter be unrestricted; provided that Grantee is not under any confidentiality obligation related to such information.

7.21 Abstracts, Title Opinions and Surveys. Upon written request of Grantee, Owner shall deliver to Grantee, in Owner's designated offices, any abstracts in Owner's possession or control, pertaining to the title to the Premises for examination and safekeeping, but with the understanding and agreement that (a) Grantee shall be liable for the safekeeping and return of same; (b) if Grantee shall obtain a supplemental abstract, then a copy of such supplement or a copy thereof shall be delivered to Owner along with Owner's abstracts as soon as Grantee has completed its title examination; and (c) any use of information provided by Owner to Grantee shall be at Grantee's sole risk and Owner makes no representation as to the accuracy or completeness of any such information. If Grantee purchases base abstracts of the Premises, then upon completion of Grantee's use of the same and Owner's written request, Grantee shall deliver copies of such abstracts or copies of same to Owner. Upon Owner's written request, Grantee shall deliver to Owner copies of all title opinions covering and affecting the Premises within thirty (30) days of Grantee's receipt of same. If Grantee has a metes and bounds survey, aerial photo or any other plat or map depicting the surface of the Premises prepared, Grantee shall deliver a copy of all such surface surveys and/or maps to Owner within seven (7) days of Grantee's receipt of same and Owner's written request. Any items delivered by either party pursuant to this Section shall be delivered without representation or warranty, and Grantee shall be solely responsible for any document update costs associated with procurement of abstracts, title opinions or surveys necessary to facilitate Grantee's rights under this Easement. If Grantee obtains title insurance on its interests under this Easement, Owner shall reasonably cooperate in delivering to the title company such affidavits and other documents reasonably required by the title company for issuance of the title policy, at Grantee's expense.

7.22 Preferential Right to Sell Materials. As part of the consideration for this Easement, Grantee covenants and agrees that Owner shall have the right to bid to sell Grantee, a Grantee Party or their contractors or assignees, any water, sand, gravel or caliche, or any one of them, which Grantee or any of its successors, assigns, agents or independent contractors might need incident to any operations on the Premises. Owner shall notify Grantee in writing within thirty (30) days of the Effective Date whether Owner elects to bid to sell any one or more of such water, sand, gravel or caliche. Owner's failure to so notify Grantee shall terminate Owner's right to bid. Owner acknowledges that Owner's right herein is to bid for the sale of such materials and that Grantee may select another provider of any or all of such materials, taking into account, pricing, required quantity, quality and specifications of materials and other factors. Except as otherwise expressly provided herein, Grantee is not permitted to use any water (subject to Section 7.10), sand, gravel or caliche which is located on or near the surface of the Premises, without the express written consent of Owner, such consent not to be unreasonably withheld.

7.23 Owner's Assistance with Approvals. Owner agrees to provide Grantee any assistance reasonably necessary for Grantee to obtain any approvals, accreditations, agreements, certificates, easements, filings, licenses, notices, permits, registrations or similar authorizations from any municipal, county, state, or federal governmental regulatory agency, including, without limitation, the Iowa Utilities Board, Iowa Department of Natural Resources, any Kossuth County Drainage District, and any zoning authority.

7.24 Speed Limit. Grantee agrees that at all times that Grantee's or any Grantee Party's vehicles are on the Premises or on Owner's roads leading to the Premises, that such vehicles shall not exceed a speed of thirty (30) miles per hour.

7.25 Conservation Reserve Program. The Premises are not currently enrolled in or subject to any Conservation Reserve Program (CRP) under the Food Security Act of 1985 or substantially similar program adopted pursuant to state or federal law.

8. MAINTENANCE AND REMOVAL

8.1 Maintenance of Improvements. Owner shall not be required to make any repairs to or maintain Improvements on the Premises during the Easement Term. Grantee shall, at Grantee's sole cost and expense, maintain the Improvements and make all repairs and replacements reasonably necessary to keep and maintain the Improvements and the Premises (insofar and only insofar as repairs and replacements to the Premises are necessitated by Grantee's or a Grantee Party's use of the Premises and affect the Grantee's Permitted Use) in good working condition during the Easement Term. All of Grantee's obligations under Sections 8.1 through 8.6 shall survive termination of this Easement, in whole or in part.

8.2 Removal and Restoration. Grantee shall remove all Improvements from the Premises and complete Surface Restoration of the Premises in accord with the standards set forth in Section 8.5. Upon (a) expiration of the Easement Term, Grantee shall have a period of one hundred eighty (180) days after such expiration to remove all Improvements and complete Surface Restoration of the Premises, and (b) earlier termination of this Easement as to all or any portion of the Premises, Grantee shall have a period of one hundred eighty (180) days after the termination date to remove all Improvements from the portion of the Premises released due to such termination and complete Surface Restoration of such portion of the Premises, and in either event, the obligations of Grantee shall be deemed continued for such period of removal and restoration as to such portion of the Premises. If Grantee fails to remove all such Improvements within the designated time frame, Owner shall have the option, in its discretion, of: (a) declaring those Improvements abandoned by Grantee and assume ownership of such Improvements without the necessity of obtaining a distress warrant, writ of sequestration, forcible entry and detainer or other legal process; (b) if such failure occurs prior to the Removal Deposit Date, filing a lawsuit against Grantee to recover the cost of removal of the Improvements; or (c) if such failure occurs after the Removal Deposit Date and Grantee has delivered the Removal Deposit reasonably acceptable to Owner, proceeding against the Removal Deposit.

8.3 Reserved.

8.4 Removal Deposit. On or before the Removal Deposit Date, or such earlier date as may be required in accordance with the provisions of this Section 8.4, Grantee shall deliver to Owner, at Grantee's option, either (a) a bond from an issuer with a Best's Rating of not less than A (a "Bond"); (b) an irrevocable, standby letter of credit (an "LC"), or (c) a guarantee of the parent company of Grantee ("Guarantee"), such Bond, LC or Guarantee are referred to as the "Removal Deposit" together with a then-current estimate from a reputable contractor familiar with construction and removal of wind driven electricity-generating turbines of the costs and expenses of removal of all Improvements and Surface Restoration of the Premises (the "Removal

Estimate”), all subject to Owner’s reasonable approval. If Owner fails to object to the Removal Deposit or the Removal Estimate within ninety (90) days of receipt of same from Grantee, then Owner shall be deemed to have approved the Removal Deposit and the Removal Estimate. The Removal Deposit shall be in an amount equal to the estimated amount by which the estimated costs and expenses of removal of all Improvements and Surface Restoration associated with Grantee’s operations on the Premises (less the amount of bond or other security Grantee is required to post with applicable governmental authorities for reclamation purposes related to the Improvements, if any), exceed the salvage value of the Improvements (less the total debt of Grantee secured thereby). On the fifth (5th) anniversary of the Removal Deposit Date (and every subsequent five (5) years after such 5th anniversary date until commencement of Restoration), Grantee shall deliver to Owner a revised Removal Estimate and increased Removal Deposit to the extent necessary. Within ninety (90) days of receipt of a Removal Estimate and Removal Deposit, Owner shall notify Grantee of Owner’s approval or disapproval of the Removal Estimate and/or the Removal Deposit. Owner shall not unreasonably delay or withhold its approval of the Removal Estimate or the Removal Deposit. To the extent that Owner and Grantee cannot agree on the terms of the Removal Estimate or the resulting amount and/or nature of the Removal Deposit within sixty (60) days following notice of disapproval from Owner, the issue will be referred to dispute resolution in accord with this Easement. Upon approval by Owner or agreement of Owner and Grantee the Removal Estimate shall be deemed the estimated costs and expenses of removal of Improvements and Surface Restoration, and the Removal Deposit shall be set at the amount of the Removal Estimate.

(a) If the Removal Deposit is in the form of a Bond, the Bond shall be from a surety issued by a company licensed and operating in the State of Iowa and reasonably acceptable to Owner and in a form and with content reasonably acceptable to Owner. Such Bond shall remain in effect until the later of (i) completion of removal of all Improvements from the Premises and Surface Restoration of the Premises or (ii) Owner’s delivery to the issuer of such Bond a written authorization to terminate the Bond.

(b) If the Removal Deposit is in the form of an LC, the LC shall be from a national banking institution with offices in the State of Iowa and reasonably acceptable to Owner and in a form and with content reasonably acceptable to Owner. Grantee shall continuously renew the LC prior to its expiration, such that it remains in effect until the later of (i) completion of removal of all Improvements from the Premises and Surface Restoration of the Premises or (ii) Owner’s delivery to the issuer of such LC a written authorization to terminate the LC.

(c) If and to the extent that any governmental authority requires a decommissioning or restoration bond to cover Grantee’s removal and restoration obligations under this Article 8, then Grantee shall comply with the requirements of such governmental authority. Grantee’s compliance with such governmental decommissioning and restoration requirements shall be deemed by Owner to fulfill all of Grantee’s obligations of this Section 8.4, and Grantee shall have no further obligations to establish the Removal Deposit or to otherwise comply with the requirements applicable to the Removal Deposit or the Removal Deposit Date.

(d) At such time as Grantee has completed the removal of all Improvement and Surface Restoration as required under this Easement, Owner will release any and all claims it has to the Removal Deposit within fifteen (15) days of completion of such obligations or delivery of

such evidence by Grantee. To the extent necessary, Owner will notify in writing any bonding agent or issuer of an LC of Owner's release of the Removal Deposit together with instructions to terminate any bonds or LCs.

8.5 Standards for Removal of Improvements. Grantee shall remove all Improvements from the Premises and complete the Surface Restoration in accord with all applicable laws, rules or regulations of governmental authorities and in accord with this Easement, including the following:

(a) WTGs: WTGs shall be cleared, cleaned and removed from the Premises. Any grease, lubricant or other liquids associated with WTGs shall also be removed safely from the Premises in accord with then existing laws and regulations.

(b) Tower Foundations and Pad Mount Transformer Foundations: All foundations installed on the Premises shall be demolished, cleared and removed from the ground to a depth of at least three (3) feet from the grade of the surface of the land (i.e., below plow depth). Grantee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type at the Premises in accord with Surface Restoration.

(c) Roads: Unless Owner delivers to Grantee written description of roads that Owner desires remain on the Premises with instruction not to remove such roads, all new and permanent roads constructed by Grantee on the Premises shall be cleared, removed and restored in accord with Surface Restoration.

(d) Power Lines: Buried and overhead power and/or communications lines and their appurtenances (if any) shall be demolished, cleared and removed from the Premises.

(e) Facilities: Utility Substation, Collection Substation, the O&M Building, and all other buildings or structures constructed by Grantee on the Premises subject to the Owner's right to acquire same as provided for below, shall be demolished, cleared and removed from the Premises and any equipment, greases, lubricant or other liquids associated with such Improvements shall be removed safely from the Premises in accordance with then existing laws and regulations, and the surface restored in accord with Surface Restoration. In the event that Grantee elects to demolish the O&M Building, or any other building constructed by Grantee on the Premises prior to demolition, Owner shall have the option but not the obligation to acquire the O&M building, or any other buildings, by paying Grantee a total cash consideration of Five Hundred and No/100 Dollars (\$500.00) for each building. In the event that Owner agrees to acquire the O&M building, or any other building constructed by Grantee, Grantee agrees to convey any such building to Owner in an "as is, where is" condition and free of any liens and encumbrances created by, through or under Grantee.

(f) Buried Cables: All buried electric gathering cables or lines, communication lines, power lines or other cables or fiber optics, of whatever type installed in the ground on the Premises, shall be removed from the ground and cleared, cleaned and removed from the Premises and the surface restored in accord with Surface Restoration.

(g) Rocks: Any rocks or debris excavated or otherwise disturbed from its original, natural position on the Premises during the decommissioning and removal process shall be replaced in such original, natural position or removed from the Premises.

9. ENVIRONMENTAL PROVISIONS

9.1 Duty to Comply with Environmental Laws. Grantee, at Grantee's expense, shall comply with all applicable federal, state, and local laws, regulations, and ordinances pertaining to health, safety, or the environment, including regulations, and ordinances concerning hazardous substances, hazardous materials, solid and hazardous wastes, and natural resources. Owner shall comply with and not take any affirmative action in violation of any applicable federal, state or local laws, regulations or ordinances pertaining to health, safety or the environment on the Premises. Grantee represents and warrants to Owner that Grantee is not in violation or subject to any existing, pending, or threatened investigation by any governmental authority under any applicable federal, state, or local law, regulation, or ordinance pertaining to the environment, health, safety, or land use. Grantee shall not store or handle any Hazardous Materials on the Premises except as necessary for the construction, operation or maintenance of the Wind Energy Project and so long as such storage and handling is in compliance with all applicable laws, without the prior written consent of Owner. Grantee shall not dispose of any Hazardous Materials or solid waste on the Premises or on any of Owner's adjacent lands.

9.2 Notification. With respect to matters caused or permitted by Grantee to occur: Grantee shall promptly notify Owner of all spills or Releases (as defined below) of any Hazardous Materials on or adjacent to the Premises; all failures to comply with any federal, state, or local law, and with any regulation or ordinance; all inspections of the Premises by any regulatory entity concerning any federal, state, or local environmental law, regulation or ordinance; all notices, orders, fines, or communications of any kind from any governmental entity or third party that relate to the presence or suspected presence of any Hazardous Materials on the Premises or the migration or suspected migration of any Hazardous Materials from other property onto or beneath the Premises or to other property from the Premises; and all response or corrective actions taken by or proposed to be taken by any government entity or private party on the Premises.

9.3 Inspection Rights. Owner, its officers, employees, contractors, or agents, all have the right, but not the duty, to inspect the Premises during business hours upon reasonable advance notice to Grantee to determine whether Grantee is complying with federal, state, and local laws, regulations, and ordinances pertaining to the environment, health, or safety. Owner, its officers, employees, contractors, or agents, shall also have the right, but not the duty, to take air, soil, surface water and ground water samples to determine whether Hazardous Materials are present on, under, or above the Premises. Owner shall use its best efforts to minimize interference with Grantee's operations.

9.4 Environmental Indemnity. If Grantee materially breaches the obligations in this Section 9, or if the presence of Hazardous Materials on the Premises caused or permitted by Grantee results in contamination of the Premises or contamination off the Premises, or if contamination by Hazardous Materials otherwise occurs for which Grantee is found to be legally liable to Owner or to any federal, state, or local government, agency, or political subdivision for

damages, response costs, or any other liability resulting therefrom, then, in addition to any other indemnity under this Easement, Grantee shall indemnify, defend and hold Owner, and its partners, owners, employees, officers, directors, agents and affiliated entities, successors and assigns harmless from any and all claims, causes of action, judgments, damages, penalties, fines, costs, liabilities, or losses (including natural resource damages, diminution in value of the Premises, waste, damages for the loss or restriction on use of the Premises or of any amenity of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Easement Term as a result of such contamination. This indemnification of Owner by Grantee includes, without limitation, costs incurred in connection with any investigation of on-site or off-site conditions or any clean-up, abatement, remedial action, removal, or any other response costs, or any restoration work required by any federal, state, or local government, agency or political subdivision because of Hazardous Materials present in the soil or groundwater on, under, or off the Premises as a result of contamination of the Premises by Grantee or any Grantee Party. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises caused or permitted by Grantee results in any contamination of the Premises, Grantee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Materials to the Premises, subject to requirements of all applicable laws. The provisions of this Section 9 shall survive any termination of this Easement.

9.5 Environmental Definitions. "Hazardous Material" means any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, radioactive substance, or hazardous substance as defined in or pursuant to any federal, state, or local environmental, health, or safety statute, regulation, ordinance, rule, or by law, regardless of when they became or will become effective. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment, burial or discarding of barrels, containers, and other closed receptacles containing any Hazardous Materials).

10. ASSIGNMENT AND SUBLETTING

Except to the extent provided for in Section 20 below, Grantee may not sell, assign, sublease, encumber, transfer or convey all or any portion of its interest in this Easement without Owner's consent except to a Qualified Assignee (as defined below). Owner's consent to the assignment to other than a Qualified Assignee shall not be unreasonably withheld, provided that such consent may be conditioned upon Grantee furnishing Owner with satisfactory evidence of the financial strength of the proposed assignee. Any and all such assignments shall be made expressly subject to all of the terms, covenants and conditions of this Easement. Any such sale, assignment, sublease, transfer, encumbrance or conveyance shall not release Grantee of its obligations under this Easement, unless Grantee assigns its entire rights and interest under this Easement, in which event Grantee shall have no continuing liability with respect to matters occurring following the effective date of the assignment. Grantee shall notify Owner of any assignment, sublease, transfer, encumbrance or conveyance of all or any portion of Grantee's interest in the Easement and shall deliver to Owner a copy of the recorded instrument evidencing any such assignment, sublease, transfer, encumbrance or conveyance within sixty (60) days of the date of such instrument. Owner may at all times devise, convey, gift, assign, transfer and/or sell Owner's interest in all or any part of the Premises and may assign its rights in this Easement,

provided, however, that any and all such assignments shall be made expressly subject to all of the terms, covenants and conditions of this Easement and also provided that Owner shall not, without Grantee's prior written consent, which it may withhold in its sole discretion, assign, sell, hypothecate or otherwise transfer the rights to develop, install, operate and maintain wind energy conversion systems on, over, under and across the Premises or any other rights granted under this Easement, including the right to receive payments from Grantee pursuant to any such severance of the wind rights ("Payments"), separate and apart from fee title to the Premises, and any such attempted assignment shall be void ab initio. Owner shall notify Grantee of any such devise, conveyance, gift, assignment, transfer or sale. If Owner desires to have the Payments due from Grantee under this Easement directed to a third party designated by Owner, including a trust established by Owner, then upon Owner's written request to Grantee and the signatures of Owner, Grantee and such third party on Grantee's payment authorization and instruction agreement in form reasonably satisfactory to Owner and Grantee (the "Payment Authorization"), Grantee will direct payments to such third party to the location, and starting and ending on the dates, specified therein as an accommodation to Owner, provided however, that any such Payment Authorization shall not constitute an assignment of the Payments to Owner, or any right to receive such Payments, under this Easement and Grantee shall have no obligation to such third party other than following the instructions of Owner to direct the Payments to such third party pursuant to the Payment Authorization. As used herein, a "Qualified Assignee" shall mean an assignee that (a) is an affiliate of Grantee, (b) is a purchaser of all or substantially all of the assets of Grantee or the Wind Energy Project, or (c) an unaffiliated third party with credit worthiness and wind development and operation experience at least equivalent to Grantee's.

11. HOLDING OVER

Upon expiration of the Easement Term or the earlier termination of this Easement pursuant to and in accord with the terms of this Easement, Grantee shall surrender possession of the Premises to Owner as of the Termination Date, subject to the period allowed for removal and restoration pursuant to Article 8. If Grantee remains in possession of the Premises after the Termination Date, then Grantee shall be deemed to be occupying the Premises as a Grantee-at-will, from month to month, subject to the provisions of this Easement, at a monthly rental of Six and No/100 Dollars (\$6.00) per acre, subject to adjustment for inflation as provided in this Easement, payable monthly in advance plus any Royalty otherwise due and payable under the terms of this Easement. Nothing in this Section 11 is intended as a waiver by Owner of any rights upon termination of this Easement, including without limitation the right to pursue legal action by which to seek removal of Grantee from the Premises.

12. INDEMNITY AND INSURANCE

12.1 Grantee Indemnity. Grantee shall indemnify, hold harmless and defend Owner its partners, owners, employees, officers, directors, agents, affiliated entities, successors, assigns, heirs, legal representatives, devisees (collectively, "Indemnitees") from and against any and all costs, loss, damage or expense arising out of death or injury to persons or loss or damage to property in connection with the entry onto the Premises for operations by Grantee under this Easement, or any negligent act or omission of the Grantee or any material breach by Grantee or any Grantee Party of their respective obligations under this Easement (including reasonable attorney's fees and reasonable expenses and costs of investigation), of any kind, nature or

description ("Grantee Liabilities"), on or after the Effective Date except and to the extent that any such Grantee Liabilities are caused by or results from the negligence or willful misconduct of Owner or an Owner Party. This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities reasonably incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel selected by Grantee and reasonably acceptable to Owner or counsel selected by an insurance company which has accepted liability for any such claim.

12.2 Owner's Indemnity. Owner shall indemnify, hold harmless and defend Grantee, its partners, owners, employees, officers, directors, agents, affiliated entities, successors, assigns, heirs, legal representatives, devisees (collectively, "Indemnitees") from and against any and all costs, loss, damage or expense arising out of death or injury to persons or loss or damage to property in connection with the entry onto the Premises for operations by Owner, or any negligent act or omission of the Owner or any material breach by Owner or any Owner Party of their respective obligations under this Easement (including reasonable attorney's fees and reasonable expenses and costs of investigation), of any kind, nature or description ("Owner Liabilities"), on or after the Effective Date except and to the extent that any such Owner Liabilities are caused by or results from the negligence or willful misconduct of Grantee or a Grantee Party. This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities reasonably incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel selected by Owner and reasonably acceptable to Grantee or counsel selected by an insurance company which has accepted liability for any such claim.

12.3 Grantee Insurance. Grantee shall obtain and maintain at all times and throughout the Easement Term including the periods of removal of Improvements and Surface Restoration: (a) commercial general liability insurance providing personal injury and property damage liability coverage with respect to the Wind Energy Project, the Easement, the Premises and Grantee's operations conducted on the Premises, including endorsement for contractual assumed liability, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for personal injury and property damage per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (b) worker's compensation insurance covering all employees engaged in operations on the Premises in compliance with the laws of the State of Iowa and employer's liability insurance of not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries to or death of any one employee and One Million Dollars (\$1,000,000.00) for injuries to or death of more than one employee resulting from any one accident or such other limit required by law, (c) automobile public liability and property damage insurance in connection with the Wind Energy Project and all operations conducted under this Easement (including coverage on owned and non-owned automotive equipment) with bodily injury or death limit of not less than One Million Dollars (\$1,000,000.00) for injuries to or death of any person resulting from any one accident, and not less than One Million Dollars (\$1,000,000.00) from injuries to or death of more than one person resulting from any one accident, and property damage limit of not less than One Million Dollars (\$1,000,000.00) per accident, and (d) excess umbrella insurance coverage in the amount of at least Five Million Dollars (\$5,000,000.00). On or before commencement of construction of Improvements on the Premises (other than meteorological towers or stations and initial Improvements related to the initial assessment of the Wind Resources of the Premises), Grantee shall obtain and maintain throughout the Easement Term including the periods of removal of

Improvements and Surface Restoration all-risk commercial property insurance (which may be provided under a blanket policy for the Wind Energy Project) in an amount sufficient to provide coverage for the cost of replacement or removal of all Improvements on the Premises in the event of damage or destruction by covered risks.

12.4 Contractor Insurance. On or before commencement of construction of Improvements on the Premises, Grantee shall cause any contractor performing work or services on the Premises to obtain and to maintain throughout the time it performs work or services on the Premises commercially reasonable insurance coverage, including: (a) commercial general liability insurance, contractual liability coverage, completed operations coverage, and broad form property damage endorsement to afford protection with limits, for each occurrence, of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury, death or property damage, (b) workers' compensation insurance in form and amounts required by law, and employer's liability insurance with not less than the following limits, each accident Five Hundred Thousand Dollars (\$500,000.00), and (c) commercial auto liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00).

12.5 Self-Insurance. Grantee may satisfy its obligation to maintain general liability insurance under this Easement by means of self-insurance, provided that Grantee delivers to Owner, no less than annually, a current Grantee's Financial Statement certified by a nationally recognized public accounting firm documenting that Grantee (or a Grantee Affiliate that guarantees Grantee's obligations under this Easement that will provide inter-company self-insurance) has a liquid net worth of no less than Fifty Million Dollars (\$50,000,000.00) adjusted for inflation in accord with this Easement. If Grantee (or a Grantee Affiliate that guarantees Grantee's obligations under this Easement) is a corporation, the stock of which is traded on a national securities exchange, the obligation to certify its net worth pursuant to this Section will be deemed satisfied by the submission of the most current annual and any subsequent quarterly reports prepared for Grantee's shareholders.

12.6 Insurance Provisions. Over the Easement Term it is probable that there will be changes in the insurance industry or the commercial real estate industry. The amounts of each type of insurance (other than worker's compensation insurance, which is based on statutory requirements) shall be reviewed on the fifth (5th) anniversary of the Effective Date and each fifth (5th) anniversary thereafter and shall be adjusted, if necessary, so that the amount of such coverage is generally at least equal to the limits customarily maintained for business similar to those then conducted from the Premises. All such insurance policies shall be obtained from an insurance carrier with a Best Rating at least equal to A-VIII or otherwise reasonably acceptable to Owner. Commercial general liability policies (including umbrella policies) and contractor insurance shall name Owner as an additional insured. Grantee shall notify Owner at least fifteen (15) days prior to the cancellation or reduction in limits of such insurance policies. Except as otherwise provided herein, Grantee assumes all risk of damage or loss from whatever cause to any of Grantee's property or Improvements on the Premises. Grantee waives any claim or cause of action against Owner for any risk covered by the insurance policies required to be maintained by Grantee under this Easement, and further agrees to obtain (to the extent necessary to effect waiver of subrogation) an endorsement to all applicable policies waiving such insurance carrier's rights of recovery, whether in the nature of subrogation or otherwise, against Owner. Grantee shall deliver to Owner certificates of all insurance required by this Easement and evidence of all

such endorsement(s) on the date of renewal of each such policy. If Owner fails to object to the insurance carrier named in such certificates within thirty (30) days of receipt of such certificates from Grantee, then Owner shall be deemed to have accepted the insurance carrier.

13. EMINENT DOMAIN

13.1 Definitions. The following definitions apply in construing provisions of this Easement relating to a taking of all or any part of the Premises or the Improvements or any interest in them by eminent domain or inverse condemnation (Grantee, its successors and assigns, are prohibited from exercising any power of eminent domain or in seeking to condemn any part of the Premises):

(a) "Taking" means any taking by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order of condemnation or a voluntary transfer or conveyance to the condemning authority or entity under threat of condemnation in avoidance of an exercise of eminent domain. The Taking shall be considered to take place as of the later of (a) the date actual physical possession is taken by the condemnor or (b) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

(b) "Total Taking" means the Taking of fee title to all of the Premises. "Substantial Taking" means the Taking of so much of the Premises that the remaining Premises would not be economically and feasibly usable, in Grantee's reasonable opinion, by Grantee in connection with the Permitted Use.

(c) "Partial Taking" means any Taking other than a Total Taking or a Substantial Taking.

13.2 Representative of Each Party; Effectuation. Owner and Grantee shall each have the right to represent its respective interests in each proceeding or negotiation with respect to a Taking or intended Taking and to make full proof of its claims. Owner and Grantee each agree to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Easement relating to condemnation.

13.3 Total or Substantial Taking. On a Total Taking, Grantee's obligation to pay rental shall terminate on the date of Taking. If Grantee determines that the Taking is a Substantial Taking, Grantee may, by notice to Owner given within one hundred twenty (120) days after Grantee receives notice of an intended Taking, elect to treat the Taking as a Substantial Taking. If Grantee does not so notify Owner, the Taking shall be deemed a Partial Taking. A Substantial Taking shall be treated as a Total Taking if (a) Grantee delivers notice to Owner within one hundred twenty (120) days after Grantee receives notice of an intended Taking, as provided above, and (b) Grantee is not in default under this Easement and has complied with all Easement provisions concerning apportionment of the award. Otherwise if such conditions are not met, the Taking shall be treated as a Partial Taking.

13.4 Delivery of Possession. Grantee may continue to occupy the Premises until the day of the Taking.

13.5 Award for Total Taking. On a Total Taking, the award therefore shall be distributed and paid to Grantee and Owner as their respective interests under this Easement (as if the same had not been terminated) may appear. In determining their respective interests:

(a) The interest of Owner shall be based on the value of Owner's interest in the Premises (excluding any of Grantee's improvements) taking into account the interest created by this Easement, the amount of damages, rental and Royalty paid by Grantee under this Easement and all of the other terms and provisions of this Easement.

(b) The interest of Grantee shall be based on the value of Grantee's interest in the Premises, including the value of the Grantee's Improvements for the Easement Term and the value of Grantee's interests under this Easement.

13.6 Partial Taking. In the event of a Partial Taking, Owner shall be entitled to a portion of the award equal to the value of fee simple title to the portion of the Premises taken, subject to this Easement and exclusive of the value of Grantee's Improvements and Grantee shall be entitled to the balance of the award.

13.7 Taking of Less than Fee Title. In the event any portion of the Premises is taken, and the remaining portion of the Premises, not so taken is not suitable or adequate for the uses and purposes for which they then are being utilized by Grantee in the reasonable judgment of Grantee, then, and in any such event, Grantee at Grantee's option may cancel and terminate this Easement by giving Owner ninety (90) days written notice to such effect, and this Easement shall terminate effective upon said date, subject to Grantee's obligations to remove all Improvements from the portion of the Premises and complete Surface Restoration of the Premises in accord with Section 8.5. The notice that may be given by Grantee herein to cancel and terminate this Easement shall be given no later than thirty (30) days after the vesting of title in the condemner, or if immediate possession has been granted to the condemnor, no later than thirty (30) days after actual possession has been taken by the condemnor.

13.8 Continuation of the Easement. In the event of a Taking where Grantee elects not to terminate or where Grantee has no right of termination, all rents and Royalties will be reduced after the Taking based upon the impact on Grantee's business operation reasonably attributable to such taking as established by Grantee's books and records kept pursuant to this Easement. Notwithstanding the preceding sentence, the adjustment in rents will be reduced to the extent Grantee has obtained compensation allocable to Grantee's interest (and not the Improvements or fixtures and personal property) from the condemning authority. In the event Grantee and Owner are unable to agree on the rent adjustment, the matter will be submitted to mediation in accordance with the provisions of Section 25.5.

13.9 Notice to Other Party. The party receiving any notice of an intended Taking, service of any legal process relating to condemnation of the Premises, notice in connection with any proceedings or negotiations with respect to such condemnation, or notice of intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of condemnation, shall promptly give the other party notice of the receipt, contents and date of the notice received.

14. DEFAULT AND REMEDIES

14.1 Notice, Cure and Remedies. If an Event of Default occurs, both Owner and Grantee shall have all remedies available at law and equity, and in addition shall have the remedies set forth below. Provided, however, as a condition precedent to exercising any remedies, the party claiming the occurrence of an Event of Default shall give written notice to the other party of the Event of Default. In the case of Grantee's failure to pay when due any damages, rentals, Royalty, real property taxes, insurance premiums or other monetary obligation of Grantee under this Easement (a "Monetary Event of Default"), Grantee shall have a period of thirty (30) days from the date of such notice to cure such Monetary Event of Default. In the case of any other Event of Default (a "Non-Monetary Event of Default"), the party receiving such notice, whether the Owner or Grantee, shall then have a period of forty-five (45) days from the date of such notice to cure the Non-Monetary Event of Default, or to commence curing the Event of Default to the other party's reasonable satisfaction, if the time required to cure would reasonably exceed such forty-five (45) day period. If the Event of Default is cured within the applicable cure period, then no remedy shall be sought. After three (3) Monetary Events of Default in a calendar year, in addition to all other sums due under this Easement, Grantee shall pay to Owner an administrative fee in consideration for the time and expense of responding to such Monetary Event of Default equal to ten percent (10%) of each of the next three (3) rental or Royalty payments due under this Easement due and payable with each such rental or Royalty payment.

14.2 Forfeiture of the Easement. If in any calendar year Grantee has (3) three events of Monetary Events of Default and fails to cure after the third Monetary Event of Default, or (b) Grantee has (3) three events of Non-Monetary Events of Default and fails to cure after the third Non-Monetary Event of Default, within the time periods as provided for in Section 14.1 above, subject, if applicable, to additional time to cure as may be required by the provision pertaining to Mortgagees set forth below, then this Easement shall automatically terminate, and Grantee shall have no further rights or obligations under this Easement, except the right and obligation to remove all Improvements located on the Premises and complete Surface Restoration. Notwithstanding anything in this Section 14 or elsewhere in this Easement to the contrary, in no event may this Easement be terminated based on an Event of Default unless the notice and opportunity to cure provisions of this Section 14 are met with respect to such Event of Default in accord with this Easement.

15. AD VALOREM TAXES AND ASSESSMENTS

15.1 Responsibility. Upon Owner's written request, Grantee shall pay any additional ad valorem taxes, assessments and charges, general and specific, that may be levied or assessed as a result of the Wind Energy Project and/or Grantee's use of the Premises, the Improvements and any equipment located on the Premises, including, without limitation, taxes, assessments and charges of any nature levied or assessed against Grantee's interest under this Easement or any Improvements, provided that Owner has provided Grantee with reasonably satisfactory evidence that any such additional taxes, assessment and/or charges are as a result of the Wind Energy Project and/or Grantee's use of the Premises. Grantee shall not be responsible at any time during the Easement Term for, and Owner shall pay, any taxes or assessments currently levied or assessed against the Premises or the Owner's estate, concurrent use or occupancy, as the same

may be adjusted from time to time. Grantee acknowledges that the Premises is currently appraised as lands with an agricultural or "open space" exemption. If the tax use and resulting tax appraisal valuation is changed because of Grantee's activities, Grantee agrees to pay any resulting additional ad valorem taxes, together with all rollback taxes if applicable. If Owner fails to pay any taxes or assessments which are the responsibility of Owner under this section, then Grantee may, with notice to Owner of such action, pay such taxes or assessments and deduct the amount of such tax or assessment from the rental or Royalty next coming due from Grantee to Owner. Notwithstanding the foregoing, Owner and Grantee shall reasonably cooperate in good faith with each other to take actions to minimize the taxes, assessment and charges that may be levied or assessed with respect to the Premises and Grantee's use thereof.

15.2 Right to Contest. Grantee may contest the legal validity or amount of any taxes for which Grantee is responsible under this Easement, may institute such proceedings as it considers necessary, and may withhold payment of any such contested taxes provided that, and only for so long as, the obligation to pay them is stayed during such process. Owner, upon request of Grantee, but at no cost or expense to Owner, agrees to contest on behalf of Grantee the legal validity or amount of any taxes for which Grantee is responsible under this Easement to the extent that such taxes are billed to Owner rather than Grantee.

16. FORCE MAJEURE

16.1 Force Majeure. If either Owner or Grantee is unable to perform its obligations in whole or in part due to an event of Force Majeure, then the obligations of the affected party shall be suspended to the extent made necessary by such event but in no event longer than the Easement Term. Provided, however, the payment of damages, rental, Royalty or other compensation to be paid to Owner shall not be suspended during an event of Force Majeure. "Force Majeure" means any strike, lockout, labor dispute, unavailability of services, labor or materials or reasonable substitutes therefore, acts of God, including magnetic disturbances or other electromagnetic pull, unusually inclement weather, wind flow, direction or action; or meteorological conditions; governmental restriction, regulation or control, enemy or hostile governmental action, civil disorder, insurrection, sabotage, fire or other casualty, the failure of the TDSP to receive, transport, or deliver, or otherwise perform, any condition caused by the other Party, or any other non-financial cause beyond the reasonable control of the Party claiming relief. Any such event of Force Majeure shall, so far as reasonably possible, be remedied with all reasonable dispatch. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement of the use of diligence in restoring normal operating conditions will not require the settlement of strikes or lockouts by acceding to the terms of the opposing party when such course is inadvisable in the discretion of the party having the difficulty. An event of Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices of fuel, energy, or electricity, or (c) a party's financial inability to perform its obligations under this Easement.

16.2 Waiver of Consequential Damages. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS EASEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY

DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO MATTER ARISING OUT OF OR ANY ACTION OR INACTION TAKEN IN CONNECTION WITH THIS EASEMENT.

17. LIENS AND SECURITY INTEREST

Mechanics Liens. Grantee shall not permit any mechanic's or materialman's lien or liens to be placed upon the Premises, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Grantee. In the case of the filing of any such lien, Grantee will promptly pay, bond off or obtain the release of same to the satisfaction of Owner. If Grantee's failure to comply with the provisions of this Section 17 shall continue for ninety (90) days, Owner may, but shall not be obligated to, pay the same or any portion thereof without inquiry as to the validity thereof, and Grantee shall repay any amounts so paid, plus expenses to Owner on demand. In the event a mechanic's or materialman's lien is recorded against the Premises, which is not caused by the acts or omissions of Grantee, a Grantee Party or any contractor or supplier hired or retained by Grantee, Owner shall indemnify, defend and hold Grantee harmless from all costs, losses, damages or causes of action arising from any such lien. Grantee shall have the right to contest the amount or validity of any mechanic's or materialman's lien or any similar lien by giving Owner written notice of Grantee's intention to do so within twenty (20) days after Grantee's knowledge of the recording of such lien. Owner agrees to deliver written notice to Grantee of the recording of such lien immediately upon its knowledge thereof. In any such case, Grantee shall not be in default hereunder, and Owner shall not satisfy and discharge such lien until ten (10) days after the final determination of the amount or validity thereof, within which time Grantee shall satisfy and discharge such lien, to the extent held valid and all penalties, interest, and costs in connection therewith provided, however, that the satisfaction and discharge of any such lien shall not, in any case, be delayed to the point when execution is had upon any judgment rendered thereon.

18. NOTICE

Any notice, notification, delivery, request, demand, direction or other communication (for purposes of this Section 18 only, a "Notice") must be in writing and must be delivered to Owner or Grantee, as the case may be, at the address as set forth under their respective names in Section 2 of this Easement (and delivered to the person identified therein for each addressee in the case of hand-delivery) with required copies to the representatives of such party at the addresses also set forth below such representative's name in such Section 2, or such other address and/or representative as may hereafter be specified in a Notice designated as a notice of change of address under this Easement and delivered in accord with this Section 18. The date of any such Notice shall be the earlier of the date of actual receipt or rejection of such Notice. Any Notice shall be effective and deemed received:

(a) In the case of hand-delivery, whether made by the party giving such notice, its agent or by use of a nationally recognized overnight courier delivery service, when actually delivered, with delivery evidenced by written receipt from the recipient or recipient's agent;

(b) If delivered by mail through deposit with the United States Postal Service with first-class postage prepaid, return receipt requested, the date of receipt as evidenced by the recipient's, or recipient's agent's, execution of the return receipt;

(c) In any case in which a recipient refuses delivery of a Notice or refuses to provide a written receipt of such Notice, when actually delivered or when attempted to be delivered, as evidenced by a written statement of the party, agent or service attempting delivery.

19. MINERAL PROTECTION PROVISIONS

This Easement covers only the surface of the Premises and does not include any part of the mineral estate. This Easement is subject to any and all existing pipeline, road or utility easements, seismic or geophysical agreements and existing or future oil, gas or mineral leases pertaining to the Premises or any portion of the Premises; provided however, under no circumstances will Grantee be required to modify, move or remove any of Grantee's Improvements which have been installed on the Premises pursuant to the terms of this Easement to accommodate a future pipeline, road or utility easement. Grantee shall not be entitled to any monies from operations on the Premises related to the mineral estate. Owner may, from time to time, grant to any third party licenses, permits or easements across any portion of the Premises, oil, gas or mineral leases in and to the Premises, or other rights of use and occupancy that would not adversely affect Grantee's Improvements or Permitted Use of the Premises (in Grantee's sole reasonable judgment), provided that Owner (i) gives Grantee prior written notice of Owner's intent to grant any such license, permit, easement, lease or other occupancy rights, and (ii) at Grantee's request, reasonably cooperates with Grantee's negotiation of a surface use and accommodation agreement with such third party to be executed and delivered prior to or concurrently with any such grant by Owner. Any such grant by Owner will be subject to the exclusive possession rights of Grantee and limitations on rights to use the surface set forth in this Easement including Section 7 of this Easement, provided however Grantee shall not limit any seismic or geophysical surveys on any portion of the Premises so long as such operations are conducted at least 200' from aboveground structures or buildings constituting Improvements, including without limitation WTG's, any O&M Building, Collection Substation or Utility Substation, or any aboveground collection or transmission lines, structures or towers and otherwise in compliance with applicable laws and regulations.. Owner shall receive any and all compensation from the grantees of any such licenses, permits or easements in an amount Owner deems appropriate. Owner shall reimburse Grantee from any such receipts, reasonable compensation for any damages Grantee may sustain to Grantee's Improvements that may result from the construction, use or maintenance of such third party grant of easement or other rights in the Premises.

20. MORTGAGEE PROVISIONS

20.1 Right to Mortgage Interest. Notwithstanding any provision of this Easement to the contrary, Grantee may mortgage, pledge or otherwise encumber Grantee's interest in this Easement, Grantee's leasehold interest in the Premises and any Improvements constructed on the Premises by Grantee to a Mortgagee as a whole or any undivided interest therein. "Mortgagee" means either (a) the mortgagee under a Mortgage, (b) the trustee and beneficiary under a deed of trust, which for purposes hereof shall constitute a Mortgage, or (c) any nominee, designee or

successor or assignee pursuant to a foreclosure sale, assignment in lieu of foreclosure, otherwise, of the initial or original mortgagee. "Mortgage" means an indenture of mortgage or lien deed of trust and/or other lien instruments to secure borrowings or obligations of Grantee to a Mortgagee. Such Mortgage may be placed in conjunction with Mortgages of other properties of Grantee, and may be a part or portion of a blanket Mortgage. Grantee's right to mortgage shall include the right to make collateral assignments, by way of security or otherwise, of subleases and rents and shall further include the right to extend, modify, renew or replace any such Mortgage from time to time. No Mortgage shall encumber or affect in any way the interest of Owner under this Easement, including rental, damages and Royalty payments, or Owner's fee interest in and to the Premises. If any such Mortgage is granted, then for so long as the Mortgage remains in effect, the Mortgagee under such Mortgage shall be entitled to the protections described in the following provisions of this Section on and after delivery to Owner of a notice certified as true from such Mortgagee or Grantee setting forth such Mortgagee's identity, the address for purposes of notice under this Easement and the terms and existence of the Mortgage. Any notice or communication between Owner and the Mortgagee shall be given in the manner and in accord with the provision of this Easement pertaining to notice between Owner and Grantee.

20.2 Consent to Modification or Amendment. So long as Mortgage remains in effect, this Easement shall not be modified or amended without the prior written consent of the Mortgagee. Owner shall execute such additional documents such as estoppel certificates and Subordination, Non-Disturbance and Attornment agreements as are customarily and reasonably required by Mortgagee during the funding or repayment period of the loans to Grantee to construct, operate, maintain, repair, replace or refinance the Wind Energy Project

20.3 Notice and Opportunity to Cure. As a precondition to exercising any remedies for any Event of Default by Grantee under this Easement, Owner shall give notice of the Event of Default to each Mortgagee concurrently with delivery of notice of such Event of Default to Grantee. If Owner gives any such notice, the following provisions shall apply:

(a) In the event of any default under the provisions of this Easement, Owner shall accept performance or payment by the Mortgagee of any term, covenant, condition, agreement, or payment on Grantee's part therein provided to be performed or paid, with the same force and effect as though performed or paid by Grantee.

(b) The Mortgagee shall have the same period after the date of notice of Event of Default as is given to Grantee to cure or cause to be cured the Event of Default plus an additional thirty (30) days, provided that in the case of an Event of Default other than a Monetary Event of Default, such thirty (30) day period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such Event of Default by obtaining possession of the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. Mortgagee shall have the absolute right to do any act or thing required to be performed by Grantee under this Easement, and any such act or thing performed by a Mortgagee shall be as effective to prevent an Event of Default under this Easement and/or a termination of this Easement as if done by Grantee.

(c) During any period of possession of the Premises by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the damages, rentals, Royalty and all other monetary obligations payable by Grantee which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Grantee's interest in this Easement by the Mortgagee or its assignee or designee as a result of foreclosure or assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Easement shall continue in full force and effect, and the Mortgagee or other party acquiring title to the Grantee's interest in this Easement shall, as promptly as reasonably possible, commence the cure of all other Events of Default under this Easement and thereafter diligently pursue such cure to completion. As herein used, the terms "foreclosure" and "foreclosure sale" shall each be construed to encompass the acquisition of the Grantee's interest in this Easement by other than judicial proceedings, including the exercise of a power of sale contained in such Mortgage.

(d) Nothing in this Easement shall be construed to require a Mortgagee to continue foreclosure proceedings after the Event of Default has been cured. If the Event of Default is cured and the Mortgagee discontinues foreclosure proceedings, this Easement shall continue in full force and effect.

20.4 New Easement to Mortgagee. If this Easement terminates as a result of any Event of Default, foreclosure or assignment in lieu of foreclosure, or bankruptcy, insolvency or appointment of a receiver in bankruptcy, Owner shall give notice of such termination to the Mortgagee. Owner shall, upon written request of Mortgagee that is made within ninety (90) days of the date of notice of termination to Mortgagee, renew and reconstitute this Easement and allow Mortgagee, or its designee, to assume this Easement and all of the obligations of Grantee within thirty (30) days after the receipt of such request. Such renewal and reconstitution of this Easement assumed by Mortgagee, or its designee, shall be effective retroactive to the date of original termination of this Easement and shall be upon the same terms, covenants and conditions as contained in this Easement. Upon the execution of any such assumption of this Easement, the Mortgagee shall (a) pay Owner any amounts which are due Owner from Grantee, (b) pay Owner any and all amounts which would have been due under this Easement (had this Easement not been terminated) from the date of termination to the date of assumption, (c) perform all other obligations of Grantee under the terms of this Easement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (d) agree in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Grantee that would have accrued under this Easement up to the date of assumption. This Easement as assumed shall enjoy the same priority as this Easement over any lien, encumbrance or other interest created by Owner. The provisions of this Section 20.4 shall survive termination of this Easement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of an assumption of this Easement in accord with the provisions of this Section 20.4. Mortgagee may use and enjoy the Premises without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for an assumption of this Easement as set forth in this Section 20.4 are complied with.

20.5 No Waiver. No payment made to Owner by any Mortgagee shall constitute an admission that such payment was, in fact, due under the terms of this Easement or a waiver of the Mortgagee's rights with respect to any wrongful, improper or mistaken notice or demand with respect to such payment.

20.6 No Merger. There shall be no merger of this Easement or of the interests created by this Easement, with the fee estate in the Premises by reason of the fact that this Easement or any such interests may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises, and all persons (including Mortgagees) having an interest in or under this Easement and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

21. OWNER'S REPRESENTATIONS AND COVENANTS

Owner hereby represents and covenants as follows:

21.1 Owner's Title and Authority. Except for that portion of the Premises where record title is nominally held by a qualified intermediary under the applicable rules promulgated by the Internal Revenue Service for like kind exchanges pursuant to Section 1031 of the Internal Revenue Code, Owner is the sole owner and holder of fee simple title to the surface estate of the Premises subject only to the easements, rights-of-way, covenants, conditions, restrictions, outstanding mineral leases, mineral interests of any kind or character, or royalty interests, if any, relating to the Premises, as shown of record in Kossuth County, Iowa, and further subject to any hunting and/or agricultural leases or agreements whether or not such agreements have been recorded. Each person or entity signing the Easement on behalf of Owner has authority to execute and deliver this Easement and to grant the rights set forth in this Easement. When signed by Owner and Grantee, this Easement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

21.2 No Interference. Grantee shall peaceably and quietly hold and enjoy the Premises from and after the Effective Date and continuing until the Termination Date, subject to the period allowed for removal and restoration pursuant to Article 8, without hindrance from Owner or those claiming title or possession by, through or under Owner, subject to the terms and conditions of this Easement including the performance by Grantee of all of the terms and conditions of the Easement to be performed by Grantee.

21.3 Liens. Owner has not granted any mortgages, deeds of trust, or voluntary liens or security interests encumbering all or any portion of the Premises, other than as shown of record in the office of the County Recorder of Kossuth County, Iowa.

21.4 Third Parties. There are no purchase options, rights of first refusal or sales contracts in favor of any third parties relating to the Premises or any interest therein that could materially interfere with the development, construction or operation of the Wind Energy Project on the Premises or that could materially and adversely affect or change the Wind Resources over

the Premises. Further, to the knowledge of Owner, current oil and gas leases upon the Premises are of record in Kossuth County, Iowa.

21.5 Cooperation. Owner shall cooperate with Grantee to obtain non-disturbance and subordination agreements, in form and substance reasonably acceptable to Grantee, from any person or entity with a mortgage, deed of trust, security interest or other lien encumbering the Premises to secure payment of indebtedness for borrowed money to the extent necessary to eliminate any interference by any such lien holder with any rights granted to Grantee under this Easement.

21.6 Existing Leases, Grants or Rights. Owner shall disclose any surface leases, grants or other rights made by Owner to any person for the Premises. If such leases, grants or rights exist, then Grantee has the right to review related documents. If in Grantee's opinion such leases, grants or rights would unreasonably interfere with the Grantee's rights granted under this Easement, then Grantee may suggest any changes that need to be made in order to allow Grantee to enjoy the rights granted under this Easement. If no such change can be mutually agreed upon, Grantee may terminate this Easement without any further payment, except for any payments incurred prior to the date of termination.

21.7 Quiet Enjoyment. As long as Grantee is not in default under this Easement, Grantee shall have the quiet use and enjoyment of the Premises in accord with the terms of this Easement without any interference by Owner or any person claiming through Owner. Owner and its activities on the Premises and any grant of rights Owner makes to any other person shall not interfere with any of Grantee's activities pursuant to this Easement. Owner shall take reasonable measures in an effort to insure that neither it nor anyone claiming access to the Premises under Owner shall interfere in any way with the Wind Resources or otherwise engage in activities, which might impede or decrease the output, efficiency or cost of the Wind Energy Project. Reasonable placement of temporary oil and gas drilling and exploration equipment, such as drilling rigs and workover rigs and oil and gas production facilities such as compressors, tank batteries, pipelines and other facilities necessary for production and sale of oil and gas, even within the Wind Flow Zone so long as such equipment does not prevent the operation, maintenance, removal and/or replacement of a WTG or other Improvement, shall be deemed not to be an interference with the Wind Resources or Grantee's quiet enjoyment of the Premises.

21.8 Waiver and Release. Owner has been informed by Grantee and understands that the presence and operations of the WTG's and other Improvements, including without limitation electric transmission lines, on the Premises may result in some loss of use and/or value of the Premises and nuisance to Owner, including, without limitation, noise (including audible, low-frequency and infrasound) and noise levels that are higher than the noise currently occurring on the Premises and the surrounding areas, flickering reflections, shadowing from the WTG rotors, and other alleged visual and other field effects. OWNER HEREBY ACCEPTS SUCH NUISANCES AND EFFECTS AND WAIVES ANY RIGHT THAT OWNER MAY HAVE TO OBJECT TO SUCH NUISANCES AND EFFECTS (AND LANDOWNER HEREBY RELEASES GRANTEE FROM ANY CLAIMS, ACTIONS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR WITH RESPECT TO ANY SUCH NUISANCE OR EFFECT, INCLUDING CLAIMS RELATING TO BOTH PUBLIC AND PRIVATE NUISANCE).

21.9 Claims and Litigation. There is no claim, legal or administrative proceeding, or investigation now pending or, to the best knowledge of Owner, threatened before any court or any administrative body against Owner that would, if determined adversely to Owner, restrain, prohibit, or impose damages on Owner or Grantee with respect to, or otherwise materially impair Owner's ability to consummate, the transactions contemplated by this Easement.

21.10 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS EASEMENT, OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE CONDITION OR QUALITY OF THE PREMISES OR THE SUITABILITY OF THE PREMISES FOR GRANTEE'S INTENDED USE. GRANTEE ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PREMISES AND IS RELYING SOLELY UPON SUCH INDEPENDENT INVESTIGATION IN ORDER TO DETERMINE THE SUITABILITY OF THE PREMISES FOR GRANTEE'S INTENDED USE AND ACCEPTS THE PREMISES "AS IS", "WHERE IS" AND "WITH ALL FAULTS" IN ITS CURRENT PHYSICAL CONDITION, REPAIR, OPERATIONS AND APPEARANCE AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WITHOUT ANY WARRANTIES BY OWNER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL CONDITION, ENVIRONMENTAL MATTER, DEFECTS, HABITABILITY OR FITNESS FOR ANY SPECIFIC PURPOSE, ANY SUCH WARRANTIES BEING HEREBY EXPRESSLY DENIED.

22. GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee hereby represents and warrants to Owner as follows:

22.1 Incorporation. Grantee is a duly formed limited liability company, validly existing and in good standing under the law of the State of Texas.

22.2 Power. Grantee has all requisite power and authority to carry on its business as presently conducted, to enter into this Easement and to perform its obligations hereunder.

22.3 Authorization. The execution, delivery and performance by Grantee of this Easement and the consummation of the transactions contemplated hereby have been duly and validly authorized and approved by all necessary action of Grantee and will not violate or be in conflict with or result in a breach, or trigger a default (or an event that, with the lapse of time or notice, would constitute a default) under the provisions of, (i) any material note, bond, mortgage, indenture, contract, agreement, or instrument to which Grantee is a party, (ii) the organizational and governing documents of Grantee, or (iii) any material judgment, decree, order, law, statute, rule or regulation applicable to Grantee, the non-compliance with which would have a material adverse effect on the ability of Grantee to perform the obligations contemplated herein. This Easement, has been and the documents provided for herein to be executed and delivered by Grantee to Owner, will be duly executed and delivered on behalf of Grantee and constitute or shall constitute the legal, valid and binding obligations of Grantee, enforceable in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws, as well as principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

22.4 Claims and Litigation. There is no claim, legal or administrative proceeding, or investigation now pending or, to the best knowledge of Grantee, threatened before any court or any administrative body against Grantee that would, if determined adversely to Grantee, restrain, prohibit, or impose damages on Grantee or Owner with respect to, or otherwise materially impair Grantee's ability to consummate, the transactions contemplated by this Easement.

22.5 Non-Reliance. Except with respect to Owner's express representations set forth in Section 21 above, Grantee has not relied upon any oral or written statements, representations, or warranties that may have been made by or on behalf of Owner concerning the condition of the Premises or the suitability of the Premises for Grantee's intended use.

22.6 UNLESS STATED OTHERWISE IN THIS EASEMENT, GRANTEE HAS NOT MADE ANY EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, PROMISES, WARRANTIES, OR GUARANTEES OF ANY KIND THAT OWNER WILL HAVE ANY IMPROVEMENTS (AS THAT TERM IS DEFINED IN SECTION 1 OF THIS EASEMENT) INSTALLED ON THE PREMISES AS A RESULT OF EXECUTING THIS EASEMENT.

23. RETAINED ACREAGE CLAUSE

23.1 Retained Acreage Survey. On or before the third (3rd) anniversary of the Date of Commercial Operation (the "Retained Acreage Survey Date"), Grantee shall survey the location of all Improvements that Grantee has constructed or caused to be located on the Premises and shall further locate and cause to be shown on such survey the areas of the land located within the Premises that contain the Improvements and the adjacent portions of the Premises within the following boundaries (the "Utilized Acreage"):

- (a) Approximately seventy-five (75) feet from the closest point on which a meteorological tower is located.
- (b) Approximately two hundred (200) feet from the fenced perimeter of any Utility Substation, Collection Substation and/or the O&M Building.
- (c) Approximately four hundred (400) feet from the axis of horizontal rotation of each WTG located on the Premises.
- (d) Any portion of the Wind Flow Zone located on the Premises.
- (e) The center line and width plus seven (7) feet on each side of each road, transmission lines, telecommunication lines and Interconnection Facilities included in the Improvements located on the Premises.

23.2 Retained Acreage Release. On or before the Retained Acreage Release Date, the Grantee shall provide a copy of the survey and a legal description of the Utilized Acreage to Owner. All lands that are part of the Premises after excluding the Utilized Acreage shall be deemed "Undeveloped Lands." Effective as of the third (3rd) anniversary of the Date of Commercial Operations (the "Retained Acreage Release Date"), all of the Undeveloped Lands shall be released from this Easement, and thereafter the term Premises shall mean and refer to the surface estate of the land included within the Utilized Acreage, unless on or before such date

Grantee resumes payment of Rentals as provided for in Section 5.1 with respect to the Undeveloped Lands, or Grantee has undertaken Commencement of Construction of additional WTG's on the Premises. In the event of the Commencement of Construction of additional WTG's on the anniversary date for which rentals would otherwise be due under the terms of this Section 23, Grantee will have no obligation to pay rentals with respect to the Utilized Acreage assigned to the additional WTG's then under construction in order to maintain this Easement in effect as to such acreage. However, in order to maintain this Easement in effect as to any portion of the Premises other than Utilized Acreage (including Utilized Acreage assigned to WTG's then under construction), Grantee must timely and properly tender rental payments as contemplated herein. Three (3) years following the Date of Commercial Operations, if Grantee has elected not to resume payment of Rentals as provided for in Section 5.1 with respect to any or all such Undeveloped Lands, then, this Easement shall terminate as to all of the Premises other than the Utilized Acreage, as such Utilized Acreage may have increased due to the construction of additional WTG's as provided for herein. If Grantee has not resumed payment of Rentals as provided for in Section 5.1 with respect to Undeveloped Lands, Grantee and Owner will execute and shall record a release of the Premises other than the Utilized Acreage from this Easement in the public records of Kossuth County, Iowa within sixty (60) days after the third (3rd) anniversary of the Date of Commercial Operations, in whole or in part and deliver to Owner a copy of such recorded release within ninety (90) days after such date, such release to provide for a restriction on the released portion of the Premises preventing the location of any Improvements relating to a wind energy generating facility other than the Wind Energy Project, provided that upon termination of the Easement such restriction shall terminate and be released. Grantee will have no further obligation with regard to or rights to the released areas, other than any necessary Surface Restoration as to such areas. Notwithstanding the foregoing Easement release provisions, if (i) any Owner has at least one WTG installed on any of his or its Premises or Grantee is paying Owner the Minimum Royalty with respect to any of Owner's Premises, and (ii) any portion of Owner's Premises also constitutes Undeveloped Lands to be released hereunder, then in consideration of the payments being made to Owner by Grantee hereunder, Owner hereby agrees to continue to be bound by the Waiver and Release set forth in Section 21.8 with respect to the presence and operations of WTGs and other Improvements on lands adjacent to, and in the vicinity of, such Undeveloped Lands from and after release of the Undeveloped Lands from this Easement.

23.3 Neighbor Agreement. If (i) there are no WTGs installed on any portion of Owner's Premises or Grantee is not paying Owner Minimum Royalty payments on any of Owner's Premises, and (ii) all or any portion of Owner's Premises constitutes Undeveloped Lands to be released under Section 23.2, Owner agrees to execute and deliver a neighbor agreement to Grantee, contemporaneously with recording of the release under Section 23.2, in exchange for Grantee's annual payment of \$1,000.00 to Owner, which agreement will provide a waiver and release substantially similar to Section 21.8 applicable to the presence and operations of WTGs and other Improvements on lands adjacent to, and in the vicinity of, such Undeveloped Lands.

24. OPTION TO EXTEND WIND EASEMENT TERM

24.1 Grant of Option to Extend Easement Term. In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is

hereby acknowledged, Owner grants Grantee the option to renew and extend the Easement Term for one (1) additional thirty (30) year term. Grantee shall notify Owner, in writing, at least six (6) calendar months prior to the expiration of the Easement Term, of Grantee's intention to renew and extend the Easement Term. The terms and conditions set forth herein shall remain the same for any such extension of the Easement Term, provided that the Royalty, rentals and surface damage payments during the renewal and extension of the Easement Term will be determined pursuant to Section 24.2 below. In the event Grantee exercises its option to extend the Term of the Easement, Grantee agrees to pay Owner, as additional consideration, the sum of Five Thousand and No/100 Dollars (\$5,000.00), adjusted for inflation (with a maximum amount of Ten Thousand and No/100 Dollars (\$10,000)), as provided in this Easement multiplied by the total Megawatt capacity of all WTGs located on the Premises at the time the Option is exercised, which payment will be made within sixty (60) days after Grantee's notice to Owner of Grantee's intention to renew and extend the Easement Term, as provided in this Section 24.

24.2 Market Consideration Determination During Extended Term. The Royalty, rentals and surface damage payments to be paid to Owner for years 31-60 pursuant to this Section 24 shall be the Market Consideration (hereafter defined) as of the commencement of year 31 as designated by Grantee in Grantee's delivery of Grantee's notice of its intention to renew and extend the Easement Term. If Owner agrees with Grantee's determination of the Market Consideration, such determination shall apply during the years 31-60. If Owner does not agree with Grantee's determination of the Market Consideration, the Market Consideration shall be determined in the following manner. Owner and Grantee shall negotiate in good faith for a period of sixty (60) days (the "Market Consideration Negotiation Period") to attempt to agree on the Market Consideration. If the parties agree on the Market Consideration during the Market Consideration Negotiation Period, the parties' determination shall be reduced to a written agreement executed by both parties, which shall be final and binding. If the parties are unable to agree on the Market Consideration during the Market Consideration Negotiation Period, within ten (10) days after the end of the Market Consideration Negotiation Period (the "Appointment Period"), Grantee shall give notice to Owner informing Owner of the person selected to act as an appraiser on Grantee's behalf (the "First Appraiser") and Owner shall give notice to Grantee informing Grantee of the person selected to act as an appraiser on Owner's behalf (the "Second Appraiser"). Each of the First Appraiser and the Second Appraiser must be (a) an appraiser who is not an employee of either party or any of their respective affiliates and (b) a wind industry consultant or expert with at least five (5) years' experience negotiating or valuing wind leases or easements. The First Appraiser and the Second Appraiser shall each, within thirty (30) days after the end of the Appointment Period (the "Determination Period"), determine the Market Consideration using the definition set forth below; provided, however, that if only one (1) appraiser is so appointed, or if two (2) appraisers are appointed but only one (1) appraiser makes such determination prior to the expiration of the Determination Period, then the determination of such appraiser shall be final and binding. If two (2) appraisers are appointed and both make their determination of the Market Consideration prior to the expiration of the Determination Period and if the difference between the total consideration to be paid under two (2) determinations does not exceed ten percent (10%) of the lesser of such amounts, then the Market Consideration shall be an amount equal to the aggregate of the average of the various factors of the two (2) determinations. If the difference between the two (2) determinations exceeds ten percent (10%) of the lesser of such amounts, then the First Appraiser and the Second Appraiser shall, within thirty (30) days after the expiration of the Determination Period, jointly appoint a third appraiser

(the "Third Appraiser"), and if such appraisers fail to do so, then either Owner or Grantee may request that the American Arbitration Association or any successor organization thereto appoint the Third Appraiser. The Third Appraiser must meet the above qualifications for the First Appraiser and Second Appraiser. The Third Appraiser shall, within thirty (30) days after his or her appointment, determine the Market Consideration using the definition set forth below. If the First Appraiser, the Second Appraiser and the Third Appraiser each make a determination of the Market Consideration as provided herein, the determination of the appraiser which differs most in terms of dollar amount from the determination of the other two (2) appraisers shall be excluded and the Market Consideration shall be the average of the remaining determinations. These provisions for the determination of Market Consideration shall be specifically enforceable to the extent such remedies are available under applicable law, and any determination of the Market Consideration made in accordance with this Section 24.2 shall be final and binding. Grantee shall pay the fees and expenses of the First Appraiser, the Second Appraiser and the Third Appraiser if appointed under the provisions of this Section 24.2 provided that Grantee's responsibility for fees and expenses of the Second Appraiser shall be limited to the fees and expenses of the First Appraiser. As used in this Easement, the term "Market Consideration" shall mean the then current fair market royalty, rentals, if applicable and surface damages or rental payments paid to landowners for surface sites for new wind generation leases or wind easements for acreage within an area of one hundred (100) miles from the Premises, limited to the State of Iowa, taking into consideration the additional capital improvements and construction periods required of Grantee, if any, the history of, and future potential of, the electrical energy generating capacity of the Premises, the then current market allocation of revenues between landowners and wind generating project operators, and the monetary considerations then currently applicable and customary in the negotiations of wind generation lessees or easement rights. In the event data and information necessary for the appraisers' determination is not available within one hundred (100) miles of the Premises, the appraisers appointed under this Section 24.2 shall utilize data and information as may be available from wind energy projects located in any area within the State of Iowa. Grantee shall have the option at any time to withdraw its election to renew if it is not satisfied with the final Market Consideration without further liability or payment to Owner.

25. MISCELLANEOUS

25.1 Net Easement. Owner shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Easement or the financing, construction, reconstruction, maintenance, operation, or repair of the Premises or the Improvements other than as specifically provided for in this Easement.

25.2 Compliance with Laws. Grantee shall, at Grantee's cost and expense, obtain any necessary licenses, permits or other necessary authorizations, and shall comply with all governmental laws, ordinances and regulations applicable to Grantee's use of the Premises, including the following:

(a) All city, county, state, and federal regulations and specifications governing fuel tank and septic tank installation and maintenance. Grantee shall submit to Owner annually on or before each anniversary of the Effective Date of this Easement a copy of the current registration certificate for any underground storage tank placed by Grantee on the Premises, together with a copy of Grantee's canceled check for the annual registration fee.

(b) All federal, state, and local laws, regulations, and ordinances relating to hazardous materials and all other applicable environmental laws, regulations, and ordinances.

(c) Grantee shall maintain all necessary certifications and comply with all necessary IUB and/or MISO requirements in order to perform its obligations under this Easement.

25.3 Adjustments for Inflation. The dollar amount of any damage payments, rent and holdover rent payments or any other fixed payments (excluding specifically Royalty payments) pursuant to this Easement that expressly provide that they are subject to adjustment for inflation shall be subject to adjustment at the commencement of the fifth (5th) anniversary of the Effective Date and every three (3) years thereafter for payments becoming payable during the following three (3) years by multiplying the payment amounts set forth in this Easement by the quotient of the Consumer Price Index last published before commencement of the applicable Easement Year divided by the Consumer Price Index for January 2016.

25.4 Confidentiality. Grantee and Owner agree that any documentation or information provided by Grantee to Owner hereunder, including, without limitation, the financial terms of this Easement, Grantee Financial Statements, wind studies and data and in connection with the confirmation of Royalty payments made by Grantee hereunder ("Grantee's Information") shall be kept confidential and not disclosed to any other person or entity (except those to whom disclosure is reasonably necessary), subject to state or federal laws that require disclosure or reporting of any of the foregoing documentation or information.

25.5 Choice of Laws and Disputes. The laws of the State of Iowa shall apply to and govern the interpretation of this Easement and any and all disputes between Grantee and Owner, whether legal or equitable relief is sought, notwithstanding the date on which any facts giving rise to the complaining party's claim occurred, and further notwithstanding whether any such complaint is based in contract, tort or statute, or any other basis. Any dispute between Owner and Grantee related to this Easement which is not resolved promptly through informal discussion shall be submitted to a mutually acceptable, or court ordered, mediation service or mediator. This agreement to submit to mediation does not preclude the termination of this Easement for failure to pay rentals or Royalty when due and pursuant to Sections 14.1 and 14.2 nor preclude Owner or Grantee from seeking equitable relief from a court of competent jurisdiction. Owner and Grantee agree that in any lawsuit between them, venue shall exclusively lie in Kossuth County, Iowa.

25.6 Easement Interpretation. The parties stipulate that Owner and Grantee each participated equally in the drafting of this Easement, and that, in the event any portion of this Easement is deemed ambiguous by a court of competent jurisdiction, then neither party shall be entitled to a presumption that this Easement shall be construed more harshly against one party than the other.

25.7 Fees and Costs. The party not prevailing in any legal action between Owner and Grantee arising in connection with this Easement shall pay to the prevailing party all of that party's reasonable costs and fees, including reasonable attorneys' fees and expenses, arising out of such legal action.

25.8 Severability. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Easement, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Easement.

25.9 Entire Agreement. This Easement reflects the entire understanding and agreement of Owner and Grantee with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, and may not be modified or amended except by a written instrument signed by Owner and Grantee.

25.10 Binding Nature. This Easement shall run with the land and be binding upon and shall inure to the benefit of Owner and Grantee, and their respective heirs, successors, assigns, and legal representatives. As of the Effective Date, Owner and Grantee agree that this Easement constitutes the entire agreement between them with respect to the development, construction, operation and use of the Premises for the Wind Energy Project. Owner agrees, that to Owner's knowledge all obligations and covenants to be performed or observed by Grantee as of the Effective Date have been satisfied, and that no default exists under this Easement, nor has any act or omission occurred which, solely as a result of the giving of notice or passage of time, or both, would constitute a breach or default under, or constitute grounds for termination by Owner of, this Easement.

25.11 Relationship of the Parties. The relationship created by this Easement shall be the relationship of owner and grantee under an easement for a term of years, and shall not be construed in any manner to constitute a partnership, mining partnership, joint venture, or principal-agent relationship between the parties hereto, and neither party shall have authority to bind the other, except as expressly provided herein.

25.12 Captions; Interpretive Rules. The captions used in this Easement are for convenience only and do not limit or amplify the provisions of this Easement. The terms "hereof", "herein", "hereunder" and similar terms shall refer to this entire Easement, and not merely a section or portion thereof, unless otherwise expressly stated. The term "including" shall mean including without limitation. Unless "business day" is specified herein (which shall mean any day which is not a Saturday, or state or national holiday), the word "day" shall mean calendar day.

25.13 Gender. Words of any gender used in this Easement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

25.14 Memorandum of Easement. This Easement shall not be recorded except with the express written consent of Owner and Grantee. Owner and Grantee shall execute a Memorandum of Easement in recordable form, for filing of record in the Office of the County Recorder of Kossuth County, Iowa, to give record notice of this Easement, in the form attached to this Easement as Exhibit B (the "Memorandum"). Owner shall deliver its original signed and notarized Memorandum to Grantee for recording. The recording of such Amended Memorandum of Easement shall be binding upon Owner and Grantee, and their respective heirs, successors,

legal representatives and assigns, the same as if this Easement was filed of record in its complete text. In addition, promptly following the Date of Commercial Operation, Owner and Grantee shall execute a Supplemental Memorandum of Easement setting forth the Date of Commercial Operation and the Easement Term in the form attached to this Easement as Exhibit C.

25.15 Estoppel Certificates. Grantee or a Mortgagee shall give Owner reasonable advance notice, but in no case less than fifteen (15) days, of a request for an estoppel certificate pertaining to this Easement. Upon such a request, Owner shall execute and deliver to Grantee or to a Mortgagee within fifteen (15) days after written request an estoppel certificate certifying as to such matters as Grantee or Mortgagee may reasonably request, including that this Easement is in full force and effect, to Owner's actual knowledge no Monetary Event of Default or other Event of Default then exists under this Easement, subject to Owner's continuing right to inspect and audit the books, accounts, contracts, records and data of Grantee and/or dispute the accuracy of the Metering Equipment, if such be the case, and such other statements and certifications as reasonably requested by Grantee or Mortgagee. In the alternative, if Grantee or a Mortgagee requests an estoppel certificate certifying that no Monetary Event of Default exists under this Easement, then Owner shall have a reasonable period of time, in no case less than thirty (30) days, at Owner's option to conduct an audit of the books, accounts, contracts, records and data of Grantee and/or dispute the accuracy of the Metering Equipment to determine if a Monetary Event of Default exists, prior to delivering such an estoppel certificate. Notwithstanding any other provision of this Easement, Grantee shall reimburse Owner for all reasonable and out-of-pocket costs and expenses incurred by Owner, including, without limitation, legal fees for any such audit conducted in response to a request for an estoppel certificate.

25.16 Future Documents. At any time during the Easement Term if Grantee requires Owner to execute any document, including surface leases, right-of-way agreements, estoppel certificates, or any other agreement connected in any way to this Easement, including all documents related to Section 20 above, the Premises or the Wind Energy Project, Owner's execution of any such agreement shall not, irrespective of the language contained therein, constitute a waiver, acceptance, ratification, revivor or adoption of this Easement or a waiver of any claim, demand or cause of action Owner may have or claim for any breach of an expressed or implied obligation pursuant to this Easement unless such document expressly states that its purpose is the acceptance, ratification, revivor or adoption of a prior questionable lease or waiver of a claim or defense and such document is agreed to after and upon advice of Owner's counsel, with such counsel indicating his concurrence by signing such document or a separate letter so stating. Further, Grantee agrees to reimburse Owner for reasonable attorney's fees incurred by Owner in connection with Owner's attorney's review of all such agreements. Within thirty (30) days after the date of recording, Grantee shall deliver to Owner a true and correct copy of all documents filed of record in connection with this Easement which copy(s) shall show the filing date thereon.

25.17 Legal Proceedings. Grantee shall deliver to Owner copies of all notices, correspondence or other communications received from any governmental regulatory agency, pertaining to the Premises or Grantee's operation of the Wind Energy Project that also relates or pertains to the operations on the Premises. Within thirty (30) days of filing and upon Owner's written request, Grantee shall deliver to Owner copies of any application filed with any state or federal agency in connection with any tax incentive, tax refunds and/or tax credits pertaining to

the Wind Energy Project (excluding federal production tax credits). Grantee shall notify Owner of any hearing, inquiry or other proceeding before any governmental regulatory agency, including any proceeding before the IUB, and/or any litigation filed by Grantee or to which Grantee is a party, pertaining to the Wind Energy Project on the Premises. Any such notice shall be delivered to Owner within five (5) days of receipt of notice of a governmental proceeding or within thirty (30) days of filing of litigation by Grantee or after receipt by Grantee of citation or notice of such litigation, and such notice shall identify the applicable agency, court, cause number and parties involved in such proceeding or litigation. Nothing in this Easement shall in any way be construed as diminishing Grantee's duties and obligations to protect and preserve Owner's rights before governmental, regulatory agencies, but shall be supplemental of such duties. If any state or federal administrative agency, including the IUB, enters an order prohibiting Owner's direct participation in any proceeding involving the Wind Energy Project on the Premises, Grantee shall allow Owner or Owner's representative to participate with Grantee in the preparation of all data to be used in such proceeding. Further, upon Owner's written request, Grantee shall deliver to Owner or Owner's representative copies of all data submitted by Grantee, as well as copies of all data received by Grantee in connection with any such proceedings, including without limitation pleadings, briefs, maps, charts, photographs, analysis, depositions, tapes and any and all other documents filed by Grantee or any participant in any such proceeding.

25.18 Subsequent Grants. Owner shall not transfer or encumber the Premises or grant any license, easement, lease or other right that is inconsistent with Grantee's rights under this Easement, and all such transfers, encumbrances and grants shall be subject to this Easement and the rights of Grantee hereunder.

25.19 Multiple Counterparts Clause. This Easement and the Memorandum, as provided for in Section 25.14 above, may be executed in multiple counterparts, each of which shall be considered an original for all purposes herein and each of which shall be binding upon the party or parties executing the same, regardless of whether it, or any other counterpart is executed by all or any of the parties named herein, and the signature and acknowledgment pages of the various counterparts may be combined into one instrument.

25.20 Energy Rate Equalization. During the Easement Term the amounts paid to Owner for energy produced from WTG's installed on the Premises, i.e. the Energy Royalty rates under Section 5.2, should Grantee elect to install WTG's upon the Premises, shall not be less than the highest Energy Royalty rates paid to other property owners for energy produced by WTG's in the Wind Energy Project with the same MGW capacity and model of WTG, provided such other property owners are subject to an easement with terms substantially similar to the terms of this Easement.

25.21 Right to Counsel. PRIOR TO THE EXECUTION OF THIS EASEMENT, GRANTEE OFFERED TO PAY UP TO FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) IN ATTORNEY'S FEES TO INDEPENDENT LEGAL COUNSEL, OF OWNER'S CHOOSING, IN ORDER TO ASSIST OWNER REVIEW AND EVALUATE THE PROVISIONS CONTAINED WITHIN THIS EASEMENT AND THEIR POTENTIAL CONSEQUENCES. BY EXECUTING THIS EASEMENT, OWNER REPRESENTS AND WARRANTS THAT HE/SHE HAS EITHER CONFERRED WITH

LEGAL COUNSEL PRIOR TO THE EXECUTION OF THIS EASEMENT OR HAS KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITHOUT DURESS OR UNDUE INFLUENCE, CHOSEN TO EXECUTE AND AGREE TO ALL OF THE PROVISIONS CONTAINED WITHIN THIS EASEMENT WITHOUT THE ASSISTANCE OF LEGAL COUNSEL.

INITIALS OF OWNER: _____

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Easement in two (2) duplicate originals on the date of the acknowledgments appended hereto, to be effective as of the Effective Date.

OWNER:

STATE OF IOWA §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2017
by _____.

Notary Public, State of Iowa

Notary Public in and for
THE STATE OF IOWA

*[If impression notary seal is used, please complete
the following]*

Print Name: _____

Notary Commission No.: _____

My Commission Expires: _____

GRANTEE:

AMSHORE US WIND, L.L.C., a Texas limited liability company

By: _____

Name: Michael J. Neves, Vice President

STATE OF TEXAS

§

§

COUNTY OF NUECES

§

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by **MICHAEL J. NEVES**, as **VICE PRESIDENT** of AMSHORE US WIND, L.L.C., a Texas limited liability company, on behalf of the limited liability company.

Notary Public, State of Texas

Notary Public in and for
THE STATE OF TEXAS

[If impression notary seal is used, please complete the following]

Print Name: _____

My Commission Expires: _____

Acting in the County of: _____

EXHIBIT "A"
TO EASEMENT BY AND BETWEEN

AND

AMSHORE US WIND, L.L.C.

Land situated in the County of Kossuth, State of Iowa, consisting of _____.00 acres, more or less,
described as follows:

For Reference Only: Tax Parcel Number:

Estimated Acres:

Together with all the improvements thereon, and the appurtenances thereunto belonging, and
warrant the title to the same.

EXHIBIT "A-1"
TO EASEMENT BY AND BETWEEN

AND

AMSHORE US WIND, L.L.C.

(INSERT PLAT)

EXHIBIT "B"
TO WIND EASEMENT BY AND BETWEEN

—
AND

AMSHORE US WIND, L.L.C.

MEMORANDUM OF WIND EASEMENT

STATE OF IOWA	§	
	§	KNOWN ALL PERSONS BY THESE
	§	PRESENTS
COUNTY OF KOSSUTH	§	

The undersigned Owner and Amshore US Wind, L.L.C., a Texas limited liability company (the "Grantee") have entered into an Original Wind Easement dated as of [] (the "Wind Easement") covering _____ acres of land, more or less, located entirely within Kossuth County, Iowa, being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Premises") for development and operation of a Wind Energy Project.

The Wind Easement is for a term of 30 years from the Date of Commercial Operation as defined in the Wind Easement, with the option to renew and extend the term of the Wind Easement for one (1) additional thirty (30) year term. The Wind Easement grants to the Grantee, among other rights, the exclusive right to (i) install, operate and collect data from meteorological towers, stations and anemometers; (ii) construct, install, operate, access and maintain wind turbine generators for the conversion of wind energy to electricity, and all related Improvements including without limitation electric transmission lines and poles, substations, and buildings; and (iii) construct, install, operate, access and maintain certain equipment and facilities related to the generation, collection, measurement, transmission and sale of wind-generated electricity from the Premises, as well as certain nonexclusive rights of ingress and egress to and across the Premises.

The Wind Easement covers and affects only the surface estate of the Premises. The Wind Easement provides that, subject to the rights granted in the Wind Easement to Grantee, Owner reserves the right to use all or any of the Premises for uses that do not interfere with Grantee's rights granted under the Wind Easement and that are not specifically limited or excluded by the terms of the Wind Easement. The Wind Easement contains certain retained acreage and early termination provisions as set forth in greater detail therein.

True, accurate and complete duplicate originals of the Wind Easement are in the possession of Owner and Grantee. The Wind Easement is hereby incorporated herein and made a part hereof as though the same were set forth in full in this Memorandum of Wind Easement. This Memorandum is filed in the official public records of Kossuth County, Iowa, to give public notice of the Wind Easement and all of its terms and provisions.

IN WITNESS WHEREOF, this instrument is dated and effective the ____ day of _____
2017, and is executed as of the date of each acknowledgment attached hereto.

**[SIGNATURE AND ACKNOWLEDGMENT PAGES OF OWNER AND
GRANTEE FOLLOW]**

OWNER:

By: _____

STATE OF IOWA

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this ____ day of _____
2017, by _____.

Notary Public, State of Iowa

Notary Public in and for
THE STATE OF IOWA

*[If impression notary seal is used, please complete
the following]*

Print Name: _____

Notary Commission No.: _____

My Commission Expires: _____

GRANTEE:

AMSHORE US WIND, L.L.C.

By: _____
Michael J. Neves, Vice President

STATE OF TEXAS §
 §
COUNTY OF NUECES §

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by **MICHAEL J. NEVES**, as **VICE PRESIDENT** of **AMSHORE US WIND, L.L.C.**, a
Texas limited liability company, on behalf of the limited liability company.

Notary Public, State of Texas

Notary Public, in and for
THE STATE OF TEXAS

*[If impression notary seal is used, please complete
the following]*

Print Name: _____

My Commission Expires: _____

Acting in the County of: _____

EXHIBIT "C"
WIND EASEMENT BY AND BETWEEN

AND

AMSHORE US WIND, L.L.C.

SUPPLEMENTAL MEMORANDUM OF WIND EASEMENT

Date Of Commercial Operation

STATE OF IOWA

§
§
§
§

KNOWN ALL PERSONS BY THESE
PRESENTS

COUNTY OF KOSSUTH

The undersigned Grantee and Owner entered into that certain Original Wind Easement dated as of [] (the "Wind Easement") covering _____ acres of land, more or less, located entirely within Kossuth County, Iowa, being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Premises"), a Memorandum of which was recorded in the Office of the County Recorder of Kossuth County, Iowa (the "Kossuth County Records") on [] in Book [] at Page [] (the "Memorandum of Wind Easement") for development and operation of a Wind Energy Project.

The Wind Easement provides that this Supplemental Memorandum of Wind Easement shall be recorded in the Kossuth County Records to evidence of record the matters set forth herein, including without limitation confirmation of the Date of Commercial Operation (as defined in the Wind Easement) and the term of the Easement. Capitalized terms used herein but not defined shall have the meanings given to such terms in the Wind Easement.

The Wind Easement is for a term of 30 years from the Date of Commercial Operation, which is [], with the option to renew and extend the term of the Wind Easement for one (1) additional thirty (30) year term. The Wind Easement grants to the Grantee, among other rights, the exclusive right to (i) install, operate and collect data from meteorological towers, stations and anemometers; (ii) construct, install, operate, access and maintain wind turbine generators for the conversion of wind energy to electricity, and all related Improvements including without limitation electric transmission lines and poles, substations, and buildings; and (iii) construct, install, operate, access and maintain certain equipment and facilities related to the generation, collection, measurement, transmission and sale of wind-generated electricity from the Premises, as well as certain nonexclusive rights of ingress and egress to and across the Premises.

The Wind Easement covers and affects only the surface estate of the Premises. The Wind Easement provides that, subject to the rights granted in the Wind Easement to Grantee, Owner reserves the right to use all or any of the Premises for uses that do not interfere with the Grantee's rights granted under the Wind Easement and that are not specifically limited or

excluded by the terms of the Wind Easement. The Wind Easement contains certain retained acreage and early termination provisions as set forth in greater detail therein.

True, accurate and complete duplicate originals of the Wind Easement are in the possession of Owner and Grantee. The Wind Easement is hereby incorporated herein and made a part hereof as though the same were set forth in full in this Memorandum of Wind Easement. This Memorandum is filed in the official public records of Kossuth County, Iowa, to give public notice of the Wind Easement and all of its terms and provisions.

IN WITNESS WHEREOF, this instrument is dated and effective the ____ day of _____ 2017, and is executed as of the date of each acknowledgment attached hereto.

**[SIGNATURE AND ACKNOWLEDGMENT PAGES OF OWNER AND
GRANTEE FOLLOW]**

OWNER:

By: _____

STATE OF IOWA §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by _____.

Notary Public, State of Iowa

Notary Public in and for
THE STATE OF IOWA
*[If impression notary seal is used, please complete
the following]*
Print Name: _____
Notary Commission No.: _____
My Commission Expires: _____

GRANTEE:

AMSHORE US WIND, L.L.C.

By: _____
Michael J. Neves, Vice President

STATE OF TEXAS §
 §
COUNTY OF NUECES §

The foregoing instrument was acknowledged before me this _____ day of _____
2017, by **MICHAEL J. NEVES**, as **VICE PRESIDENT** of **AMSHORE US WIND, L.L.C.**, a
Texas limited liability company, on behalf of the limited liability company.

Notary Public, State of Texas

Notary Public, in and for
THE STATE OF TEXAS
*[If impression notary seal is used, please complete
the following]*
Print Name: _____
My Commission Expires: _____
Acting in the County of: _____