



**Wind Energy Generation Overlay
Golden West Wind Energy Project
Sample Lease Documents**

1 Copies

Presented to: El Paso County
Development Services Department

**OPTION FOR TRANSMISSION EASEMENT AGREEMENT
AND TRANSMISSION EASEMENT**

THIS OPTION FOR TRANSMISSION EASEMENT AGREEMENT AND TRANSMISSION EASEMENT (together with the exhibits attached hereto, collectively, this "**Agreement**"), is executed effective this _____ day of _____, 2014 ("**Effective Date**"), by and between _____ and _____, husband and wife, whose mailing address is _____. Colorado _____ (collectively, "**Grantor**") and Golden West Power Partners, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, Florida 33408-2657, and its successors and assigns ("**Grantee**"). Each of Grantor and Grantee are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**".

PREMISES

A. Grantor is the owner of those certain tracts of real property located in El Paso County, Colorado, which are more particularly described on the attached **Exhibit A** which is made a part hereof ("**Property**"); and

B. Grantor desires to grant and convey to Grantee an exclusive option for a transmission easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across the Property, all upon the terms and conditions set forth herein.

IN CONSIDERATION of the foregoing, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Option**. Grantor hereby grants to Grantee an exclusive option to acquire the Easement referenced in **Section 2** of this Agreement in accordance with the following terms and conditions.

(a) **Exhibit B** shows the contemplated location and route of the Easement referenced in **Section 2** ("**Easement Area**"), which shall serve as and be incorporated into this Agreement. Grantor acknowledges and agrees that execution of this Agreement shall constitute Grantor's approval of "**Exhibit B**". The attached **Exhibit B** may be placed of record by Grantee, and recorded against the Property.

(b) **Option Term**. The period during which Grantee may exercise the Option shall be for a term of twelve (12) months, commencing on the Effective Date and expiring on the date immediately preceding the twelve (12) month anniversary of the Effective Date ("**Option Term**") unless extended pursuant to agreement of the parties. In the event that Grantee does not exercise the Option, Grantee shall record, within thirty (30) days following the expiration of the Option Term, a Notice of Option Termination in the County in which the Property is located. If Grantee fails to exercise the Option within the Option Term, the Option and the rights of Grantee as the optionee shall automatically terminate.

(c) **Use During Option Term.** During the Option Term Grantor hereby grants to Grantee and its employees, agents and contractors a non-exclusive right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of: (i) surveying the Property; and (ii) performing such other tests and studies as Grantee may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil tests. Grantee must give Grantor at least twenty-four (24) hours notice prior to entering the Property. Grantee shall indemnify and at its expense defend Grantor against liability for injuries and claims for direct damage to the extent that they are caused by Grantee, its agents, and employees' exercise of rights granted in this clause.

(d) **Right to Grant Option.** Grantor warrants and represents to Grantee that: (i) Grantor is the holder of fee simple title to all of the Property; (ii) Grantor has the authority to grant these Options and Easements to Grantee without the consent or approval of any other party; and (iii) there are no other existing options, rights of first refusal, contracts to purchase, leases or mortgages that encumber the Property or would prevent Grantee from exercising its rights with respect to the Options and Agreement except as disclosed in writing to Grantee.

(e) **Exercise of Option.** Grantee may exercise the Option at any time during the Option Term, if at all, by giving written notice to Grantor ("**Option Notice**") at any time during the Option Term. Grantee shall specify in the applicable Option Notice the commencement date ("**Commencement Date**"). On the Commencement Date, the Easement described in **Section 2** shall automatically become effective, and Grantee and Grantor shall be subject to all of the terms and conditions of this Agreement with respect to such Easement and all rights and obligations relating thereto.

(f) **Exclusivity During Option Period.** During the Option Period, Grantor will not sell, contract to sell, assign, lease, or otherwise transfer or encumber the Property, unless it is transferred subject to the Company's rights under this Agreement. In no event will Grantor, during the Option Period, grant a license, easement, option, leasehold, or other rights to the Property to any other utility, person, or entity seeking, directly or indirectly, to develop the Property for wind energy conversion or transmission of electricity, or negotiate with any other party with respect to such rights, nor permit any third party to undertake activities on the Property to evaluate the wind resources of the Property.

2. **Grant.** Upon exercise of the Option by Grantee, effective as of the Commencement Date, Grantor does hereby grant, bargain, sell and convey unto Grantee, a permanent, perpetual, and exclusive easement (the "**Easement**") on, over, under, through, across, along and in the Easement Area for the purposes of erecting, constructing, repairing, replacing, relocating, improving, enlarging, removing, maintaining and utilizing, from time to time, a line or lines of towers and/or poles, with such wires and/or cables, for the transmission of electrical energy and all necessary and proper foundations, footings, guys, cross arms and other appliances, facilities, appurtenance and fixtures for use in connection therewith (collectively, the "**Facilities**") on, over, under, through, across, along and in the Easement Area; together with (i) the right of ingress to and egress from the Facilities over and along the Property by means of

roadways thereon, if existing, or otherwise by such roadway(s) as Grantee may construct from time to time; (ii) a temporary non-exclusive easement along and under that portion of the Property comprising the fifty (50) feet adjacent to and along the entire boundary of the Easement Area during the initial construction and installation of the Facilities (the “**Construction Easement**”). Grantee shall not install a transmission line that exceeds 345kV.

Grantor and Grantee agree that:

i) The Easement Area, as depicted on the **Exhibit B** to this Agreement, shall not exceed one hundred feet (100') in width except where appurtenances to the Facilities (for example, supporting guy wires) are constructed, in which case the Easement width in such areas may be extended up to an additional One Hundred Fifty Feet (150') in width, and in the area of a transmission line corner or turn, the Easement width may be extended up to an additional Two Hundred Fifteen Feet (215') radius from the pivot point/point of the intersection of such corner or turn in the transmission line.

ii) In the area of corners and turns in the transmission line and appurtenances to the Facilities, the Construction Easement shall extend in such areas, up to an additional Four Hundred Feet (400') radius from the pivot point of any such corner or turn on, over, under, through and along Grantor's adjacent lands.

3. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon or near the Easement Area which would inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement. Grantee shall have the right, without compensation to Grantor, to cut, prune and remove or otherwise dispose of any foliage or vegetation on or near the Easement Area that Grantee deems a threat or potential threat to the Facilities or its rights hereunder. Grantee will provide Grantor with at least twenty-four (24) hours prior notice of any such intended cutting, pruning or foliage or vegetation removal activities, except in the event of an emergency, in which case Grantee will notify Grantor within twenty-four (24) hours of the conduct of such activity. Grantor shall not grant or permit any person or persons claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or interfering with Grantee's permitted use of the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion. Grantee shall not construct, install or permit to be constructed or installed within the Easement Area any buildings, storage cabinets or sheds without Grantor's express, written consent. Grantee agrees to provide Grantor with at least twenty-four (24) hours prior notice of the commencement of any construction activities on the Easement Area.

4. **Termination.** Grantee shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement, effective upon thirty (30) days' prior written notice given by Grantee to Grantor. Upon termination of this Agreement, Grantee shall have one hundred eighty (180) days after the effective date of such termination, to enter upon the Property, remove all Facilities constructed within the Easement Area and remediate any damage to the Property caused by the removal of

the Facilities. In the event that Grantee fails to do so, Grantor shall have all rights at law or in equity, including the right to retain all such equipment and Facilities. Within thirty (30) days following Grantee's termination of this Agreement, Grantee agrees to record a Notice of Termination in the County in which the Property is located.

5. **Assignment; Mortgage Rights.**

(a) Grantee, without Grantor's consent or approval, shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Facilities (collectively, its "**Facilities Assets**"). These various security interests in all or a part of the Facilities Assets are collectively referred to as "**Mortgage**" and the holders of the Mortgages, their designees and assigns are referred to as "**Mortgagee**". Grantee shall also have the right without Grantor's consent to sell, convey, lease, or assign all or any portion of its Facilities Assets on either an exclusive or a non-exclusive basis, or to grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any Assignee or Mortgagee shall agree in writing to be bound by the terms of this Agreement. Grantee shall notice Grantor in writing of any such financing and/or assignment and include the name and address of each Mortgagee and/or Assignee.

(b) Assignees and Mortgagees shall use the Facilities Assets only for the uses permitted under this Agreement. As a precondition to exercising any rights or remedies related to any alleged default by Grantee under this Agreement, Grantor shall give written notice of the default to each Mortgagee at the same time it delivers notice of default to Grantee, specifying in detail the alleged event of default and the required remedy. Grantor is only required to give notice to a Mortgagee of which it has written notice and only at that address, or other address provided in writing. To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to timely exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Grantor.

6. **Indemnification and Insurance.** Grantee shall maintain liability insurance insuring Grantee and Grantor against loss caused by Grantee's use of the Property. The amount of insurance shall be not less than \$3,000,000.00 of combined single limit liability coverage and Grantee shall review the coverage amount every five (5) years to determine if coverage needs to be increased. The insurance is to be placed with insurers with a Best's rating of no less than A- and the insurer shall be authorized to provide insurance in Colorado. Such policy shall be endorsed to identify Grantor as an additional insured, and to provide that the policy shall not be materially altered or cancelled without at least thirty (30) days prior notice to Grantor. Grantee shall provide Grantor with an ACORD or similar certificate evidencing such insurance and endorsements within thirty (30) days following the Grantor's execution of the Agreement and thereafter, upon receiving a written request from Grantor. Grantee shall indemnify and at its expense defend Grantor against liability for injuries and claims for direct damage to the extent that they are caused in whole or in part by Grantee, or its agents, and employees' exercise of

rights granted in this Agreement by Grantee, or its agents, and employees' exercise of rights granted in this Agreement. This indemnity does not cover losses of rent, business opportunities, crop production, and profits that may result from Grantor's loss of use of the Property. Grantee shall not be liable for any damage caused by the intentional acts or negligence of Grantor.

7. **Hazardous Material.** Grantor represents and warrants that, to the best of Grantor's knowledge: (a) the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Grantor has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws; and (b) no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Grantor shall not violate in a material way any Environmental Law relating to the Property. Grantee shall not import Hazardous Materials on the Property, but in the event that it is responsible for Hazardous Materials on the Property, Grantee shall remediate such Hazardous Materials in accordance with Environmental Laws.

8. **Due Care.** Grantee shall utilize due care in the exercise of rights granted to Grantee in this Agreement. Grantee shall comply with all applicable laws, ordinances and regulations when exercising its rights under this Agreement, including securing all necessary governmental approvals and permits to conduct Grantee's operations on the Easement Area. Grantee shall not engage in any illegal activity on the Easement Area or Property, nor shall Grantee commit waste or create a nuisance on the Easement Area or Property. Damages to the Property resulting from Grantee's failure to exercise such due care shall be reasonably repaired by Grantee at the expense of the Grantee. Crop damage, if any, shall be compensated to Grantor pursuant to the "Crop Compensation" paragraph existing within the "Compensation" section of this Agreement, attached and incorporated hereto as **Exhibit C** (The Parties mutually agree that such "Compensation" section attached and incorporated hereto as **Exhibit C** is confidential and is not to be recorded in public records). Upon completion of construction of the Facilities and upon termination of this Agreement, all grazing areas on the Property that were disturbed by Grantee and not required for continuing operation of the Facilities shall be restored to a condition reasonably similar to its original condition, subject to Grantee's rights under this Agreement. In the case of native grassland damaged by Grantee's construction activities, the damaged area will be reseeded with grass seeds recommended by either the Natural Resources Conservation Service ("**NRCS**") office located in the County in which the Property is located, or the Colorado State University Extension Office ("**CSU**") located in the County in which the Property is located in. Such reseeded shall occur at such time or times as recommended by NRCS or CSU, at no cost to Grantor, and reseeded shall continue until the damaged native grass area has been fully reseeded and reclaimed. Notwithstanding the foregoing, Grantee's obligation to continue reseeded shall expire three (3) years from the date of the completion of construction or completion of each use of the Construction Easement or the last maintenance activity by Grantee. To the extent reasonably possible, all topsoil and subsoil excavated from the Property will be reserved and replaced on the Easement Area after completion of construction of the

Facilities.

9. **Taxes.** Grantee shall pay any increase in the real property taxes on the Easement Area that is directly attributable to the installation of Facilities. If the Facilities are subject to real property taxes, Grantee shall request that the Facilities be separately assessed and that taxing authorities bill Grantee directly for taxes attributable to the Facilities. Grantee shall not be liable for taxes attributable to facilities installed by Grantor or others on the Property.

10. **Default and Remedies.** Except as qualified by Section 5, Grantor shall have the right to terminate this Agreement where: (a) a material default in the payment by Grantee under this Agreement shall have occurred and remains uncured; (b) Grantor simultaneously gives Grantee and all Mortgagees and Assignees written notice of the default setting forth in reasonable detail the facts pertaining to the default and specifying the method of cure; and, (c) the default shall not have been remedied within thirty (30) days after Grantee, or within ninety (90) days in the case of all Assignees and Mortgagees, receives the written notice. Except as specifically allowed by this Section 10, this Agreement shall not be terminable by Grantor under any circumstances. Grantor's sole remedy for Grantee's breach of its duties under this Agreement (except its duty to timely pay and failure to timely fulfill its removal obligations after termination under Section 4) shall be an action at law or in equity for money damages or specific performance.

11. **Notices.** All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered to Grantor or Grantee, or in lieu of such personal delivery services, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, addressed to the addresses set forth in the Preamble. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph. Upon receiving a written request from Grantor, Grantee shall provide Grantor with the name and phone number of a local contact representing Grantee to address issues relating to the Facilities.

12. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of both Grantor and Grantee, and their respective heirs, successors and assigns, and shall be deemed a covenant running with the land for all purposes.

13. **Governing Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in the County in which the Property is located. **EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY AND SPECIFICALLY AGREES THAT TRIAL OF SUITS OR CAUSES OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE TO THE COURT.** In the event of litigation between Grantor and Grantee, the prevailing party shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and expenses, including court costs.

14. **Counterparts.** This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

15. **Confidentiality.** The Compensation provisions contained in the attached **Exhibit C** to this Agreement are confidential and shall not be disclosed to anyone other than to Grantor's Family. For purposes of this Agreement, "**Family**" shall be deemed to include all immediate family members of Grantor, devisees or descendants of owner by will or intestacy, Grantor's attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Grantor and for no other purpose, so long as such authorized parties agree in writing to become subject to the confidentiality provisions of this Agreement and not to provide copies of the Compensation page to this Agreement to third parties or disclose the terms thereof to any unauthorized person or entity. Grantor and Grantee mutually agree and acknowledge that the Compensation page associated with this Agreement shall not be recorded or otherwise publicly disclosed. Grantee may seek all remedies available at law or in equity, including monetary damages, as a result of any breach of the provisions of this paragraph by Grantor.

[Remainder of page intentionally blank; signature pages follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date set forth above.

GRANTOR:

Print Name:
Address:

Print Name:
Address:

GRANTEE:

Golden West Power Partners, LLC., a
Delaware limited liability company

By: _____
Name: John DiDonato
Title: Vice President
Address: 700 Universe Boulevard
Juno Beach, Florida 33408-2657

ACKNOWLEDGMENT-GRANTOR

STATE OF COLORADO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ and _____, husband and wife.

My Commission Expires: _____

Notary Public

ACKNOWLEDGMENT-GRANTEE

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by John DiDonato, as Vice President of Golden West Power Partners, LLC, a Delaware limited liability company.

My Commission Expires: _____

Notary Public

EXHIBIT A

EXHIBIT B

Easement Area

A ____ feet wide electric transmission easement, *[INSERT DESCRIPTION]*

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Fowler Wind Energy, LLC, an Illinois
4709 15th Street A
Moline, Illinois 61265
Attn: Matthew Cumberworth, Sr.

(Space above this line for Recorder's use only)

WIND PROJECT NEIGHBOR EASEMENT AGREEMENT

THIS WIND PROJECT NEIGHBOR EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of _____, 20__ (the "Effective Date") by and between _____ and [his/her] [their] successors and assigns ("Owner"), and Fowler Wind Energy, LLC, an Illinois limited liability company, and its successors and assigns ("Developer"). Owner and Developer may hereafter be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. Owner owns the real property legally described on Exhibit A, attached hereto and made a part hereof ("Owner's Property").

B. Developer is developing an electric-generating wind power project ("Project") in El Paso County ("County"), Colorado ("Project Property"). Developer expects that some of the wind turbine generators, including associated towers, foundations, and support structures (collectively the "Generating Units") of the Project will be installed on land adjacent to or near Owner's Property.

C. Although Developer is taking commercially reasonable measures to minimize the side-effects of the operation and construction of the Project's Generating Units and other related facilities on property near or adjacent to the Project, including Owner's Property, and Developer does not expect these side effects to exceed any industry standards regarding sound, shadow flicker, or television interference, Owner understands and accepts that operation of Generating Units may have some impacts on the Project's neighbors, including the Owner's Property.

D. Developer and Owner believe it is in their mutual best interest to enter into this Agreement to document their expectations as to possible side effects of construction and operation of the Project. Also, although no Generating Units or other related facilities of the Project are planned for installation on Owner's Property, Developer wishes to obtain Effects, Sound and Shadow Easements from landowners who are neighbors of the Project for the benefit of the Project and as an opportunity to provide Owner with certain economic benefits to accrue from operation of the Project.

AGREEMENT

1. Grant of Effects, Sound and Shadow Easements. Owner hereby grants and conveys to Developer the following easements (collectively, the "Easements"): (i) an exclusive easement on, over, under and across all of the Owner's Property to permit the Generating Units or other wind energy conversion systems on adjacent property or elsewhere to overhang Owner's Property; (ii) a non-exclusive

easement, right and entitlement on, over, across and under Owner's Property for any audio, noise, sound (audible or otherwise), visual, view, light, vibration, air turbulence, wake, electromagnetic and frequency interference, weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any operations or activities of the Developer related to the Project; and (iii) a non-exclusive easement, right and entitlement on, over, across and under Owner's Property for any shadows or flicker cast by the wind turbines or met towers, wherever located, onto Owner's Property.

2. Construction Impact. Developer recognizes that Owner due to its location next to construction areas may be inconvenienced by construction noise and activities. Owner acknowledges Developer has informed Owner of the potential and typical impacts of construction of an electric-generating wind power project on the surrounding community, including, without limitation, noise, traffic and dust, and agrees the compensation provided in this Agreement is adequate for the impacts described.

3. Payment for Construction Impact and Easements. In consideration of this Agreement and the rights granted herein, Developer shall pay to Owner a fee consisting of a Signing Payment and an Annual Payment, each in the amount and at the times described on Easement Payment Addendum attached hereto.

4. Term. The term of this Agreement and the Easements described above (the "Term") shall commence upon the Effective Date and shall end on the date that is thirty-five (35) years following the date on which the Project begins Commercial Operation. "Commercial Operation" shall mean the date on which Developer first produces wind energy in commercial quantities for sale under a power purchase agreement or otherwise from Generating Units located on the Project Property. Upon termination of the Easements, Developer shall file a termination of the Easements in the public land records of the County. If Commercial Operation does not occur within seven (7) years of the Effective Date, or if the operation of the constructed Project ceases for a continuous period of five (5) years, and Developer and/or any successors or assigns of Developer, as applicable, have abandoned the development or operation of the Project, then Owner may request by written notice to Developer or such successors or assigns to terminate and quitclaim this Agreement, and Developer shall deliver to Owner a termination and quitclaim of this Agreement in recordable form within forty-five (45) days of any such request.

5. Encumbrance of Easements; Required Notices to Lenders.

5.1 Right to Encumber. Developer may at any time obtain financing for the Project, through a loan, sale-leaseback or other financing structure with one or more entities (each, a "Lender") and may collaterally assign or mortgage to such Lender(s) all or any part of Developer's interest under this Agreement and the Easements and rights created by this Agreement without the consent of Owner.

5.2 Covenants for Lenders' Benefit. Should Developer collaterally assign or mortgage any of its interest as provided above, Developer and Owner expressly agree between themselves and for the benefit of each of the Lenders as follows:

(a) They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

(b) The Lender shall have the right to do any act or thing required to be performed by Developer under this Agreement, and any such act or thing performed by the Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Developer's rights under this Agreement as if done by Developer itself.

(c) No default which requires the giving of notice to Developer shall be effective unless a like notice is given to all Lenders. If, within the cure periods afforded to Developer under Section 7, a Lender notifies Owner that it must foreclose on Developer's interest or otherwise take possession of Developer's interest under this Agreement in order to cure the default, Owner shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to

foreclose or acquire Developer's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Developer.

(d) In case of the termination of this Agreement as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Developer, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Developer, upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any amounts which are due Owner from Developer, (ii) pay Owner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Developer to the extent that Developer failed to perform the same prior to the execution and delivery of the new easement agreement.

6. Assignment. Developer shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of the Agreement and/or the Easements on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated, (collectively, "Assignments"), to one or more persons or entities (collectively, "Assignees"). Under no circumstances shall any Lender or Assignee have any greater rights of ownership or use of the Easements than the rights granted to Developer in this Agreement. Any member or partner of Developer or an Assignee shall have the right, without Owner's consent, to transfer any membership or partnership interest in Developer or such Assignee to one or more persons or entities.

7. Default. If Developer fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Owner stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations, then Developer shall not be in default if it commences such performance with such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

8. Estoppel Certificates; Non-Disturbance Agreements. Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation, that no default or Event of Default then exists under this Agreement, if such be the case), consents to assignment, non-disturbance agreements and other similar documents or agreements as Developer or any Lender may reasonably request at any time and from time to time. Owner and Developer shall cooperate in (i) amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or Owner or any Lender to implement the provisions contained in the Agreement or to preserve a Lender's security interest and (ii) executing any documents which may reasonably be required by Developer or a Lender, including, without limitation, permit applications and other land use or entitlement documents. Owner shall request any of Owner's lenders to execute an agreement of non-disturbance with Developer with respect to Developer's interest in the Owner's Property.

9. Overburdening. Owner hereby agree that (i) no use of or improvement to Owner's Property or any Project Property permitted by this Agreement and (ii) no apportionment, Assignment or granting of a subeasement thereof shall, separately or in the aggregate, constitute an overburdening of the Easements.

10. Covenants Running With the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement

and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Owner's Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Developer and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Project Property.

11. Further Acts and Assurances. Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement, including in the case of Owner, such additional documents as may be reasonably required by any Lenders and Assignees.

12. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Developer and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Owner and Developer. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Owner and Developer.

13. Remedies and Termination. If Developer violates the terms or conditions of this Agreement, Owner shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Easements granted by this Agreement. The Easements shall not be terminable by Owner under any circumstances. If Owner violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity. Developer shall have the right to terminate this Agreement at any time, by giving written notice of termination to the Owner.

14. Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and the assigns of the respective Parties hereto. Upon transfer of Owner's interest in Owner's Property, or the interest of Developer in this Agreement, the transferring party shall be deemed released from further obligation or liability hereunder as to matters first arising after such transfer.

15. Notices. Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Owner:

If to Developer:

Fowler Wind Energy, LLC
4709 15th Street A
Moline, IL 61265
Phone: 309-797-4844
Attn: Matthew Cumberworth, Sr.

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

16. Attorneys' Fees. If any event or dispute arising out of or relating to this Agreement and resulting in litigation or arbitration between or affecting the Parties hereto, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

17. Waiver. The waiver of any covenant, condition, or agreement contained herein shall not vitiate this Agreement or any of the Easements, terms, covenants, conditions or provisions herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

18. Governing Law. This Agreement shall be governed by the law of the State in which the Owner's Property is located.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

20. Confidentiality. Owner shall not disclose to others (except Owner's family, legal counsel, prospective Lenders and Assignees, and financial advisors who recognize and agree to preserve and maintain the confidentiality of such information) the terms of this Agreement.

21. Recording of Agreement. The Parties shall cause the recordation of a duplicate original of this Agreement in the land records of the County promptly after this Agreement has been properly executed and acknowledged by the Parties hereto.

IN WITNESS WHEREOF, Owner and Developer have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

"OWNER"

Name: _____

Name: _____

"DEVELOPER"

FOWLER WIND ENERGY, LLC, an
Illinois limited liability company

By: _____
Name: _____
Title: _____

Acknowledgements

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING
PAGE]

"DEVELOPER"

FOWLER WIND ENERGY, LLC, an Illinois limited
liability company

By: _____
Name:
Title: Director of Wind Energy

Address:
FOWLER WIND ENERGY, LLC
4709 15th Street A
Moline, IL 61265

State of Illinois)
County of _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

[Acknowledgement Page]

EXHIBIT A

DESCRIPTION OF PROPERTY

[Exhibit A]

EASEMENT PAYMENT ADDENDUM TO WINDPARK NEIGHBOR EASEMENT AGREEMENT

This Easement Payment Addendum to Wind Project Neighbor Easement Agreement ("Addendum") is attached to and made a part of that certain Wind Project Neighbor Easement Agreement (the "Agreement") with an effective date of _____, 20__ (the "Effective Date"), by and between _____ ("Owner") and FOWLER WIND ENERGY, LLC, an Illinois limited liability company ("Developer"), and sets forth the monetary terms and agreements between Owner and Developer relating to the Agreement. Capitalized terms not defined in this Addendum shall have the meaning ascribed to them in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. Modification of Definitions and Basic Terms. The Agreement is hereby modified and amended to provide that the following terms shall, when used in the Agreement, have the meaning set forth below:

- | | | |
|-----|-------------------|---|
| (a) | "Signing Payment" | A one-time payment in the amount of _____ (\$_____) payable by Developer within sixty (60) days after Owner's execution of this Agreement. |
| (b) | "Annual Payment" | The sum of _____ dollars (\$____) per year with a Two Percent (2%) escalation; payable on January 1 for each year of the Term following the date on which the Project begins Commercial Operation, as defined in <u>Section 4</u> of the Agreement. |

2. Effect. As modified hereby, the Agreement is and shall remain in full force and effect.

3. Recording. This Addendum shall not be recorded unless otherwise mutually agreed to in writing by Owner and Developer.

4. Counterpart Execution. This Addendum may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

[Payment Addendum]

IN WITNESS WHEREOF, Owner and Developer have caused this Addendum to be executed and delivered as of the Effective Date set forth above.

"OWNER"

Name: _____

Name: _____

[Signature Page to Payment Addendum]

FOWLER WIND ENERGY, LLC, an Illinois
limited liability company

By: _____

Name: _____

Title: Director of Wind Energy

[Signature Page to Payment Addendum]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

FOWLER WIND ENERGY, LLC
4709 15th Street A
Moline, Illinois 61265
Attn: Matthew Cumberworth, Sr.
Phone: (309) 797-4844

GRANT OF ELECTRICAL LINE, COMMUNICATION LINE, ROAD AND WIND RIGHTS EASEMENTS

THIS GRANT OF ELECTRICAL LINE, COMMUNICATION LINE, ROAD AND WIND RIGHTS EASEMENTS ("Agreement") is made and entered into as of the Effective Date (defined below) by and between the Owner (defined below) and FOWLER WIND ENERGY, LLC, an Illinois limited liability company ("Developer"). Owner and Developer are sometimes herein together referred to as the "Parties" and individually as a "Party".

1. **Basic Provisions.** *The following terms shall have the meanings set forth below:*

- | | | |
|-----|------------------|---|
| 1.1 | "Owner" | |
| 1.2 | "Property" | That certain property located in El Paso County, State of Colorado, described in <u>Exhibit A</u> and incorporated herein by this reference. |
| 1.3 | "Windpark" | Any wind energy generation projects that Developer owns or operates located within one-hundred (100) miles of the Property. |
| 1.4 | "Effective Date" | |
| 1.5 | "Payment" | A fee consisting of an Initial Payment paid to Owner concurrently with the execution of this Agreement, and an Annual Payment as compensation for the construction impacts caused by the Windpark, and the Easements granted herein; and, if Electrical Collection System facilities or new roads are installed on the Property, certain additional amounts due and payable to Owner at such time as construction of the Electrical Collection System or new roads commence on the Property or upon commercial operation of the Windpark, as applicable, as additional compensation for the electrical line and communication line and access easements granted herein; all amounts payable as provided in <u>Section 4</u> herein. |
| 1.6 | "Term" | The term of this Agreement and the Easements described above (the "Term") shall commence upon the Effective Date and shall end on the date that is thirty-five (35) years following the date on which the Windpark begins Commercial Operation (as defined below). |

As used herein, "Commercial Operation" shall mean the date on which Developer first produces wind energy in commercial quantities for sale under a power purchase agreement or otherwise from Generating Units located on the Property. As used herein, "Generating Units" shall mean any and all wind turbine generators, including associated towers, foundations and support structures of the Windpark, whether installed on the Property or on land adjacent to or near the Property. Upon termination of the Easements, Developer shall file a termination of the Easements in the public land records of the County. If Commercial Operation does not occur within seven (7) years of the Effective Date, or if the operation of the constructed Windpark ceases for a continuous period of five (5) years, and Developer and/or any successors or assigns of Developer, as applicable, have abandoned the development or operation of the Windpark, then Owner may request by written notice to Developer or such successors or assigns to terminate and quitclaim this Agreement, and Developer shall deliver to Owner a termination and quitclaim of this Agreement in recordable form within forty-five (45) days of any such request.

1.7 "Address for Notices"

- (a) Owner: Name:
 Street or Box:
 City, State, Zip:
 Phone:
- (b) Developer: Fowler Wind Energy, LLC
 4709 15th Street A
 Moline, Illinois 61265
 Attn: Matthew Cumberworth, Sr.
 Phone: 309-797-4844

- 1.8 "Addenda" The following Addenda are attached to this Agreement and incorporated into this Agreement: Arbitration of Disputes; Waiver of Jury Trial Rider; and Easement Payment Addendum

2. Grant of Easements. The easements and rights granted to Developer herein shall be referred to as the "Easements."

2.1 Electrical and Communication Line Easements. Owner grants and conveys to Developer and its successors and assigns a non-exclusive easement on, over, above, under, through and across

the Property for the development, erection, installation, construction, improvement, reconstruction, enlargement, removal, relocation and replacement, and the use, maintenance, repair and operation, of facilities for the collection, distribution, step-up, step-down, wheeling, transportation and sale of electricity and for communications, including the following, at such locations, as Developer shall determine: underground distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; interconnection and/or switching facilities, circuit breakers, transformers, cables, wires, fiber, conduit, footing, foundations, towers, poles, crossarms, guy lines, anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (all of the foregoing, collectively, the "Electrical Collection System"); which, without limiting the generality of the foregoing, shall entitle Developer to enter upon the Property (and such portions of adjacent real property owned by Owner that are reasonably necessary for Developer to exercise its rights hereunder) with equipment, tools, materials and personnel and dig trenches and conduct such other construction, installation, repair and reinstallation work, and such tests, surveys, studies and inspections, as Developer in its sole discretion deems necessary or desirable in connection with the Electrical Collection System or to transmit power and communication signals to, from, through, across, above or under the Property.

2.2 Grant of Effects, Sound and Shadow Easements. Owner hereby grants and conveys to Developer the following additional easements: (i) an exclusive easement on, over, under and across all of the Owner's Property to permit the Generating Units or other wind energy conversion systems on adjacent property or elsewhere to overhang Owner's Property; (ii) a non-exclusive easement, right and entitlement on, over, across and under Owner's Property for any audio, noise, sound (audible or otherwise), visual, view, light, vibration, air turbulence, wake, electromagnetic and frequency interference, weather created hazards or other effect of any kind whatsoever resulting directly or indirectly from any operations or activities of the Developer related to the Windpark; and (iii) a non-exclusive easement, right and entitlement on, over, across and under Owner's Property for any shadows or flicker cast by the wind turbines or met towers, wherever located, onto Owner's Property.

2.3 Access Easement. Owner grants and conveys to Developer a non-exclusive easement on, over, through and across the Property and any adjacent properties owned or controlled by Owner for purposes of vehicular and pedestrian access, ingress and egress to and from the Property, the Electrical Collection System and other lands, at such locations as Developer shall determine, together with the right to install, improve, repair and maintain roads on and across the Property. Without limiting the generality of the foregoing, this easement shall permit Developer to use, build and improve any existing and future roads and access routes located on, or providing access to, the Property and to and from adjacent properties and rights of way. This Section 2.3 shall survive the expiration or earlier termination of this Agreement.

2.4 Construction Impact. Developer recognizes that Owner due to its location next to construction areas may be inconvenienced by construction noise and activities. Owner acknowledges Developer has informed Owner of the potential and typical impacts of construction of an electric-generating wind power project on the surrounding community, including, without limitation, noise, traffic and dust, and agrees the compensation provided in this Agreement is adequate for the impacts described.

3. Nature of the Easements: Term. The Easements are easements "in gross", which means that they are interests personal to Developer and its successors and assigns, and are not tied to any particular use or ownership by Developer or its successors and assigns of any adjacent or other land. Unless stated otherwise, the Easements and this Agreement shall remain in full force and effect for the entire Term, unless earlier terminated as provided herein.

4. Payments to Owner. As sole payment and consideration for the Easements, Developer shall pay the Initial Payment and Annual Payment, if applicable, the Additional Electrical Collection System Payment, and the Additional New Road Payment to Owner, each as set forth in the Easement Payment Addendum (which addendum is not to be recorded).

5. Promises by Developer. Developer promises, represents and warrants to Owner as follows:

5.1 **Compliance with Law.** Developer shall comply in all material respects with all valid laws, ordinances, rules, regulations and statutes of any governmental agency applicable to Developer's operations on the Property, subject to Developer's right to contest the same.

5.2 **Liens.** Developer shall keep Owner's interest in the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Developer's operations on the Property, subject to Developer's right to contest such liens and claims.

5.3 **Payment of Taxes and Other Charges.** Developer shall pay (i) any personal property taxes levied against the Electrical Collection System and (ii) any increase in real property taxes levied against the Property as a result of Developer's installation of the Electrical Collection System or new roads on the Property, subject to Developer's right to contest such taxes.

5.4 **Hazardous Substances.** Developer shall not violate, and shall indemnify Owner against any violation of, any law relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any substance which is defined by any law as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" (each a "Hazardous Substance") that directly results from Developer's operations on the Property, except to the extent that such violation results from Owner's or any other person's or entity's activities on the Property.

5.5 **Indemnification.** Developer shall indemnify, defend and hold harmless Owner and Owner's members, partners, lenders, officers, employees and agents (each, an "Owner Indemnified Party") against any and all losses, damages, claims, expenses and other liabilities, including reasonable attorneys' fees (collectively, "Damages"), resulting from or arising out of (i) any negligent operations of Developer, or of anyone else engaged in doing work for Developer, on the Property or (ii) any breach of this Agreement by Developer. This indemnification shall survive the termination of this Agreement. Notwithstanding the foregoing, (a) this indemnification, defense and hold harmless obligation shall not apply to Damages to the extent caused by any negligent or deliberate act or omission on the part of any Owner Indemnified Party or any other person or entity (other than anyone engaged in doing work for Developer) and (b) Developer shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Developer's operations on the Property.

5.6 **Insurance.** Developer agrees to maintain liability insurance covering its operations on the Property and to name Owner as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of Five Million Dollars (\$5,000,000), except that such amount may be provided as part of a blanket policy covering other properties. Upon Owner's request, Developer shall deliver to Owner copies of certificates of such insurance.

6. Owner's Representations, Warranties and Covenants.

6.1 **Owner's Representations and Warranties.** Except as otherwise disclosed in writing by Owner to Developer prior to the Effective Date, Owner makes the following representations and warranties to Developer, all of which shall be true, correct and complete as of the Effective Date:

6.1.1 **Title to Property.** Owner is the sole owner of the Property and Owner holds marketable fee title to such Property. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and grant the

Easements and rights herein granted. All persons having any ownership in the Property (including spouses) have signed this Agreement. Each spouse signing this Agreement agrees that any rights of community property, homestead, dower, contribution, and the like shall be subject and subordinate to this Agreement and the easement rights granted hereby. Owner hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the Easements and other rights granted hereunder. Owner is not the subject of any bankruptcy, insolvency, or probate proceeding.

6.1.2 Liens and Tenants. There are no liens, encumbrances, leases, mortgages, deeds of trust, fractured interests, mineral or oil and gas rights, or other exceptions to Owner's fee title ownership of the Property except as disclosed in a title report or other writing obtained by Developer and reviewed by Owner prior to the Effective Date. There are no tenants on the Property, except those disclosed by Owner to Developer in writing prior to the Effective Date.

6.1.3 Condition of the Property. To Owner's knowledge, there are no physical conditions of the Property, nor any other material adverse facts or conditions relating to the Property or any portion thereof, that could delay, interfere with or impair Developer's operations or the exercise of any of Developer's other rights under this Agreement or the Easements, or the financing of the Electrical Collection System, or which could, with the passage of time, the giving of notice or both, have such an effect.

6.2 Owner's Covenants. Owner covenants the following to Developer:

6.2.1 No Interference. Developer shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Owner or any other person or entity, and Owner shall protect and defend the right, title and interest of Developer hereunder from any other rights, interests, title and claims; provided, however, that nothing in this Section 6.2.1 is intended to limit or otherwise affect Owner's rights under Section 9.1 below. Without limiting the generality of the foregoing:

(a) Except as provided in Section 5.3 Owner shall pay when due any property taxes levied or assessed by any governmental authority upon the Property, and any other monetary obligations associated with the Property; subject to Owner's right to contest the same in a manner that does not jeopardize Developer's rights hereunder.

(b) Owner, its lessees, tenants and licensees may use the Property for any purpose, so long as it and they do not use the Property for any use, or take any other action, that could interfere with, impair, delay or materially increase the cost of the construction, installation, maintenance or operation of the Electrical Collection System, any other operations of Developer on the Property or any other lands, or the undertaking of any other activities or exercise of any other rights or benefits given to or permitted Developer hereunder. Hunting shall be permitted on the Property, except for those portions of the Property that Developer, in its reasonable discretion, determines must be restricted to protect Developer's employees, agents and contractors and the Electrical Collection System.

(c) Any leases, licenses, easements, encumbrances and other rights entered into by Owner after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Agreement and any amendments hereto, and to the rights of Developer hereunder and thereunder. If at any time during the Term any lease, license, easement, encumbrance or other right or interest is found or claimed to exist against the Property that is senior to this Agreement or any amendments hereto, then (i) Owner shall notify Developer in writing within ten (10) days of Owner gaining knowledge of the same, (ii) if Developer so requests, Owner shall execute agreements presented by Developer subordinating such lease, license, easement, encumbrance or other right to the Easements granted herein, or protecting Developer and Developer's rights hereunder from disturbance by the holder(s) thereof, and (iii) if Developer so requests, Owner shall cause such holder(s) to execute such agreements within fifteen (15) days of such presentation by Developer.

(d) If Owner fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Developer shall have the right to pay such taxes and other obligations, and/or remedy any such default, by any appropriate means; and the cost thereof shall be reimbursed to Developer by Owner within thirty (30) days. Developer may offset such cost against any amounts owed to Owner under this Agreement.

6.2.2 **Hazardous Substances.** Owner shall not violate, and shall indemnify Developer against any violation of, any law relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any Hazardous Substance on or under the Property, except if such violation is a direct result of Developer's activities on the Property.

6.2.3 **Indemnification.** Owner shall indemnify, defend and hold harmless Developer and Developer's members, partners, Lenders (defined below), officers, employees and agents (each, a "Developer Indemnified Party") from and against any and all Damages resulting from or arising out of (i) any operations or activities of Owner on the Property, (ii) any negligent act or negligent failure to act on the part of Owner or anyone else engaged in doing work for Owner, (iii) any activities of Owner or any other person or entity on the Property prior to the Effective Date, (iv) any breach of this Agreement by Owner, or (v) the failure to be true of any representation or warranty made by Owner in this Agreement. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to Damages to the extent caused by any negligent or deliberate act or omission on the part of any Developer Indemnified Party.

6.3 **Waiver of Setback and Setback Related Requirements.** Owner hereby consents to Developer's location of roads or Electrical Collection System or related facilities or equipment at any location on the Property and any adjacent properties and to Developer's location of wind energy conversion systems or related facilities or equipment at any location upon any properties adjacent to the Property, including at or near the property lines. Furthermore, in the event that the location of any portion of any wind energy conversion system or related facilities or equipment to be installed or constructed upon any properties adjacent to the Property along or near property lines is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Owner shall cooperate with and assist Developer in obtaining waivers or variances from such requirements and shall execute all documents evidencing Owner's agreement to the elimination of such requirements. This Section 6.3 shall survive the termination of this Agreement.

7. Encumbrances: Lender Protections.

7.1 **Right to Encumber.** Developer may at any time obtain financing for the Windpark, through a loan, sale-leaseback or other financing structure with one or more entities (each, a "Lender") and may collaterally assign or mortgage to such Lender(s) all or any part of Developer's interest under this Agreement and the Easements and rights created by this Agreement without the consent of Owner.

7.2 **Covenants for Lenders' Benefit.** Should Developer collaterally assign or mortgage any of its interest as provided above, Developer and Owner expressly agree between themselves and for the benefit of each of the Lenders as follows:

(a) They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

(b) The Lender shall have the right to do any act or thing required to be performed by Developer under this Agreement, and any such act or thing performed by the Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Developer's rights under this Agreement as if done by Developer itself.

(c) No default which requires the giving of notice to Developer shall be effective

unless a like notice is given to all Lenders. If, within the cure periods afforded to Developer under Section 7, a Lender notifies Owner that it must foreclose on Developer's interest or otherwise take possession of Developer's interest under this Agreement in order to cure the default, Owner shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Developer's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Developer.

(d) In case of the termination of this Agreement as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Developer, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Developer, upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any amounts which are due Owner from Developer, (ii) pay Owner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Developer to the extent that Developer failed to perform the same prior to the execution and delivery of the new easement agreement.

8. **Condemnation.** Should title to or possession of all of the Property be taken in condemnation proceedings or by inverse condemnation by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Developer's use (as determined by Developer), then this Agreement shall terminate upon such vesting of title or taking of possession. All payments (including severance damages) made on account of any such taking or any threatened taking shall be deposited promptly with an independent third-party escrow company mutually agreed upon by the Parties. Owner shall be entitled to all portions of the award, except for any portion of the award that is attributable to the following, which shall be paid to Developer: (i) any removal and relocation costs of the Electrical Collection System, (ii) any loss of or damage to any Electrical Collection System, (iii) the loss of use of the Property (including, without limitation, loss of access to, from or across the Property) by Developer and (iv) Developer's lost profits. Developer shall have the right to participate in any settlement proceedings, and Owner shall not enter into any binding settlement agreement without the prior written consent of Developer, which consent shall not be unreasonably withheld.

9. **Defaults: Termination.**

9.1 **Defaults.** Each of the following events shall constitute an event of default (each, an "Event of Default") by the Parties and, subject to Section 7.2 above, shall permit the non-defaulting Party to terminate this Agreement and/or pursue all other appropriate remedies available at law or equity:

9.1.1 The failure or omission by either Party to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after written notice from the other Party; or

9.1.2 The failure or omission by either Party to observe, keep or perform any of the other material terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure or omission, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other Party.

9.2 Surrender of Property. Upon the expiration or earlier termination of this Agreement:

9.2.1 Developer shall peaceably and quietly leave, surrender and return the Property to Owner. Developer agrees to dismantle and remove the Electrical Collection System (provided that the Electrical Collection System shall only be removed to a depth of forty (40) inches below the surface of the ground and shall be covered with soil), within one hundred eighty (180) days after the date of such expiration or earlier termination; and Developer shall have a continuing easement to enter the Property for such purposes during such one hundred eighty (180) day period.

9.2.2 Developer shall, within a reasonable time after such expiration or earlier termination, execute and deliver to Owner a quitclaim deed in recordable form quitclaiming all of Developer's rights, title, and interest in and to the Property.

9.3 Termination by Developer. Subject to Section 7.2 but notwithstanding any other provision of this Agreement, Developer may for any reason terminate this Agreement and the Easements or any part thereof at any time, as to all or any part of the Property, by giving Owner written notice. Upon such termination, except for rights and obligations that survive termination as set forth herein, Developer shall have no further liability hereunder; provided, however, that this Agreement and the Parties' respective rights and obligations hereunder shall remain in full force and effect with respect to any part of the Property as to which this Agreement and the Easements have not been so terminated.

10. Miscellaneous Provisions.

10.1 Ownership of Electrical Collection System. Owner agrees that the Electrical Collection System installed or placed on the Property by Developer and its successors or assigns, whether real, personal or mixed, shall remain the property of Developer and shall be removable by Developer at any time.

10.2 Force Majeure - Delays. Notwithstanding any other provision in this Agreement to the contrary, except for any obligation to make the Payment to the Owner as provided herein, if performance of any act required to be performed by Developer under this Agreement is in whole or in part prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause, event or circumstance not the fault of Developer, then Developer, upon giving notice to Owner, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

10.3 Assignment. Developer shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of the Agreement and/or the Easements on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements co-easements, separate easements, leases, licenses or similar rights, however denominated, (collectively, "Assignments"), to one or more persons or entities (collectively, "Assignees"). Under no circumstances shall any Lender or Assignee have any greater rights of ownership or use of the Easements than the rights granted to Developer in this Agreement. Any member or partner of Developer or an Assignee shall have the right, without Owner's consent, to transfer any membership or partnership interest in Developer or such Assignee to one or more persons or entities.

10.4 Further Assurances. Owner shall fully support and cooperate with Developer in the conduct of its operations and the exercise of its rights hereunder (including with Developer's efforts to (i) obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights or (ii) assign or otherwise transfer all or any part of or interest under this Agreement or obtain any financing), and Owner shall perform all such acts (including executing and delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Developer) as Developer may reasonably specify to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Developer, Owner shall: (a) enter into any reasonable amendment hereto (1) to correct an error in this Agreement,

(2) to amend the legal description attached hereto (including by replacing said legal description with a revised description prepared or provided by Developer's surveyor or title company), (3) that may be required by any Lender or in connection with the transfer by Developer of its rights under this Agreement or (4) to cause this Agreement to comply with all applicable laws; (b) execute and deliver to Developer any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; and (c) enter into any reasonable consent and nondisturbance agreement with any Lender, stating that Owner shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default under this Agreement, and stating such other things as such Lender may reasonably request; (d) join in any grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line) as Developer may deem necessary or desirable for its development and use of the Property; and (e) join with Developer in the signing of any protest, petition, appeal or pleading that Developer may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals; and Developer agrees to pay Owner's reasonable out of pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this Section 10.4. Without limiting the generality of the foregoing, Owner shall not oppose, in any way, whether directly or indirectly, any application by Developer for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

10.5 Estoppel Certificates: Non-Disturbance Agreements. Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation, that no default or Event of Default then exists under this Agreement, if such be the case), consents to assignment, non-disturbance agreements and other similar documents or agreements as Developer or any Lender may reasonably request at any time and from time to time. Owner and Developer shall cooperate in (i) amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or Owner or any Lender to implement the provisions contained in the Agreement or to preserve a Lender's security interest and (ii) executing any documents which may reasonably be required by Developer or a Lender, including, without limitation, permit applications and other land use or entitlement documents. Owner shall request any of Owner's lenders to execute an agreement of non-disturbance with Developer with respect to Developer's interest in the Owner's Property.

10.6 Notices. All notices or other communications required or permitted hereunder, including notices to Lenders, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth on Section 1.7 hereof and to a Lender at such Lender's address as from time to time provided to Owner. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 10.6.

10.7 No Waiver; No Abandonment. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, (i) no act or failure to act on the part of Developer shall be deemed to constitute an abandonment, surrender or termination of any Easement, except upon recordation by Developer of a quitclaim deed or release specifically conveying such Easement back to Owner, (ii) nonuse of the Easements shall not prevent the future use of the entire scope thereof; and (iii) no use of or improvement to the Property, and no transfer under Section 10.3 or otherwise, shall, separately or in the aggregate, constitute an overburdening of the Easements or any thereof.

10.8 Construction of Agreement.

10.8.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such State or any other state.

10.8.2 Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, nor more strictly against, either Party.

10.8.3 Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.9 Confidentiality. Owner shall maintain in the strictest confidence (i) the terms of (including the amounts payable under) this Agreement, (ii) any information regarding Developer's operations and (iii) any other information that is proprietary or that Developer requests be held confidential, in each such case whether disclosed by Developer or discovered by Owner ("Confidential Information"). Excluded from the foregoing is any such information that is in the public domain by reason of prior publication through no act or omission of Owner. Owner shall not use Confidential Information for its own benefit or publish or otherwise disclose it to others; provided, however, that Owner may disclose Confidential Information to (a) Owner's personal advisors, (b) any prospective purchaser of the Property or (c) pursuant to lawful process, subpoena or court order; so long as in making such disclosure Owner advises the person receiving the Confidential Information of the confidentiality thereof and obtains the agreement of said person not to disclose such Confidential Information.

10.10 Recordation. The Parties shall execute and record this Agreement, but shall not record the Easements Payment Addendum nor any amendment thereto. The Parties shall execute amendments to this Agreement in each instance as reasonably requested by Developer.

10.11 Attorneys' Fees. The prevailing Party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

10.12 Counterparts. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Agreement transmitted by facsimile to the same and full extent as the originals.

10.13 Entire Agreement. This Agreement, together with its attached exhibits and Addenda, contains the entire agreement between the Parties with respect to the subject matter hereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

10.14 Other General Provisions. Except with respect to the rights conferred hereunder upon Lenders (which Lenders and their respective successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns, and shall not be construed as benefiting any person or entity who is not a Party to this Agreement. Neither this Agreement nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of landowner and easement grantee. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. If Owner consists of more than one person or entity, then (a) each reference herein to "Owner" shall include each person and entity signing this Agreement as or on behalf of Owner and (b) the liability of each such person and entity shall be joint and several. If this Agreement is not

executed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Property, then this Agreement shall nonetheless be effective, and shall bind all those persons and entities who have signed this Agreement. Developer's shareholders, directors, officers, partners and members shall not have any personal liability for any Damages arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date set forth above.

"OWNER"

SPOUSAL CONSENT

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"DEVELOPER"

FOWLER WIND ENERGY, LLC, an Illinois
limited liability company

By: _____
Name: _____
Title: Director of Wind Energy

Address:
FOWLER WIND ENERGY, LLC
4709 15th Street A
Moline, IL 61265

State of Illinois)
County of _____)

On _____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

(Seal)

Arbitration of Disputes: Waiver of Jury Trial Rider

(a) Any controversy, claim or dispute between the Parties arising out of or related to this Agreement or the breach hereof, which cannot be settled amicably by the Parties, shall be submitted for arbitration in accordance with the provisions contained herein and in accordance with the commercial arbitration rules of the American Arbitration Association ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the Parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in the law of the state in which the Property is located ("Arbitration State"). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

(b) Any Party desiring arbitration shall serve on the other Party and the office of the American Arbitration Association (the "AAA Office") located in the capital of the Arbitration State ("Capital City"), and if there is no such office in the Capital City, then in the office closest in distance to the Capital City ("Alternate City"), in accordance with the Rules, its notice of intent to arbitrate, accompanied by the name of the arbitrator selected by the Party serving such notice. A second arbitrator shall be chosen by the other Party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the Party upon whom the notice of intent to arbitrate is served fails to select an arbitrator and advise the other Party of its selection within fifteen (15) days after receipt of such notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected in accordance with the Rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. All arbitration proceedings shall be held in the city in which the AAA Office is located.

(c) By initialing below you are agreeing to have any dispute arising out of this Agreement decided by neutral arbitration as provided by the Arbitration State's law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing this Agreement you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in this "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the law of the Arbitration State.

IN WITNESS WHEREOF, Owner and Developer enter into this Agreement as of the Effective Date.

Owner: _____

Developer: _____

Arbitration/Waiver of Jury Trial Rider]

Exhibit A

DESCRIPTION OF PROPERTY

[Arbitration/Waiver of Jury Trial Rider]

EASEMENT PAYMENT ADDENDUM TO GRANT OF ELECTRICAL LINE, COMMUNICATION LINE, AND WIND RIGHTS EASEMENTS

This Easement Payment Addendum to the Grant of Electrical Line, Communication Line, Road and Wind Rights Easements ("Addendum") is attached to and made a part of that certain Grant of Electrical Line, Communication Line, Road and Wind Rights Easements (the "Agreement") with an effective date of _____, 20__ by and between _____ ("Owner") and FOWLER WIND ENERGY, LLC, an Illinois limited liability company ("Developer") and sets forth the monetary terms and agreements between Owner and Developer relating to the Agreement. Capitalized terms not defined in this Addendum shall have the meaning ascribed to them in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. Modification of Definitions and Basic Terms. The Agreement is hereby modified and amended to provide that the following terms shall, when used in the Agreement, have the meaning set forth below:

(a)	"Initial Payment"	A one-time amount of _____ paid to Owner, concurrently with the execution of this Agreement, as compensation for the potential impacts caused by the Windpark, and the Easements granted herein.
(b)	"Additional Electrical Collection System Payment"	If Electrical Collection System facilities are installed on the Property, an additional amount, equal to _____ (\$_____) per foot of the length, due and payable to Owner at such time as construction of the Electrical Collection System is completed on the Property, as additional compensation for the electrical and communication line easements granted herein.
(c)	"Additional New Road Payment"	If new roads are installed on the Property, an additional amount, equal to _____ (\$_____) per foot of the length shall be due and payable to the Owner at such time as construction of the new road is completed on the Property, as additional compensation for the access easement granted herein.

[Easement Payment Addendum]

(d) "Annual Payment"	The sum of _____ per year with a Two Percent (2% annual escalation; payable on January 1 for each year of the Term following the date on which the Windpark begins Commercial Operation, as defined in Section 1.6 of the Agreement.
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2. Effect. As modified hereby, the Agreement is and shall remain in full force and effect.
3. Recording. This Addendum shall not be recorded unless otherwise mutually agreed to in writing by Owner and Developer.
4. Counterpart Execution. This Addendum may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[Easement Payment Addendum]

IN WITNESS WHEREOF, Owner and Developer have executed this Addendum as of the Effective Date first written above.

"OWNER"

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Easement Payment Addendum]

"DEVELOPER"

FOWLER WIND ENERGY, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: Director of Wind Energy

Address:
FOWLER WIND ENERGY, LLC
4709 15th Street A
Moline, IL 61265

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

FOWLER WIND ENERGY, LLC
4709 15th Street A
Moline, IL 61265
Attn: Matthew Cumberworth, Sr.

GRANT OF ROAD EASEMENT
AND EASEMENT AGREEMENT

THIS GRANT OF ROAD EASEMENT AND EASEMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below) by and between the Owner (defined below) and Fowler Wind Energy, LLC, an Illinois limited liability company ("Developer").

1. Basic Provisions. The following terms shall have the meanings set forth below:

1.1 "Owner"

1.2 "Property"

Certain real property located in El Paso County, State of Colorado, as more particularly described in Exhibit A hereto and incorporated herein by this reference.

1.3 "Effective Date"

August 3, 20

"Execution Payment"

As set forth in the Easement Payment Addendum attached hereto.

1.5 "Annual Payment"

As set forth in the Easement Payment Addendum attached hereto.

1.6 "Term"

The term of the Agreement and the easements granted therein (the "Term") which commences on the Effective Date and shall end on the date that is thirty-five (35) years following the date on which the Developer's (or its successor's or assign's) wind energy generation project, which is located on adjacent property, begins Commercial Operation. "Commercial Operation" shall mean the date on which the project first produces wind energy in commercial quantities, and Developer shall provide Owner with written notice of the achievement of Commercial Operation. If, however, Commercial Operation does not occur within seven (7) years of the Effective Date, and Developer and any successors or assigns have abandoned the development or operation of the wind energy generation project, then Owner may request by written notice to Developer to terminate and quitclaim this Agreement, and Developer shall deliver a termination and quitclaim of this Agreement in recordable form within forty-five (45) days of any such request.

1.7 "Addenda" Easement Payment Addendum; and Arbitration of Disputes; Waiver of Jury Trial Rider attached hereto and incorporated herein.

1.8 "Addresses for Notices"

For Owner:

Name: _____

Street or Box: _____

City, State, Zip: _____

Phone: _____

For Developer:

FOWLER WIND ENERGY, LLC

4709 15th Street A

Moline, Illinois 61265

Attn: Matthew Cumberworth,
Sr.

Phone: (309) 797-4844

2. Grant of Easements. Owner grants and conveys to Developer the following easements in gross on, over, across and under the Property for the Term: A non-exclusive easement to construct, improve, operate, use, maintain, repair, remove and reconstruct roads (including new roads, and widenings, improvements to, and addition of turning areas to existing roads and public rights of way), entranceways, and related facilities, machinery, materials, structures, equipment, and improvements, including without limitation, bridges, culverts, drainage facilities, pipelines, signals, junction boxes, and any other improvements that are related to or connected with any of the foregoing, which Developer in its sole discretion deems necessary or appropriate for vehicular and construction traffic (including trucks, cranes, and construction equipment), the transport and staging of workers, tools, materials, equipment, wind turbines and towers and their various components, and other necessary items in connection with the construction, maintenance, and operation of wind energy generation facilities (all of the above, collectively, the "Facilities").

Developer recognizes that due to the Property's location next to construction areas, Owner and the Property may be inconvenienced by construction noise and activities. Owner acknowledges Developer has informed Owner of the potential impacts of construction and agrees the compensation provided in this Agreement is adequate for the impacts described. Developer may undertake any other activities, whether accomplished by Developer or a third party authorized by Developer, that Developer determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes. Owner also hereby grants to Developer a non-exclusive easement in gross on, over and across the Property and any adjacent properties owned or controlled by Owner for purposes of ingress and egress to, from, and across the Property and adjacent properties. The easements provided herein are easements in "gross" which means that they are interests personal to Developer and its assignees and are not tied to any particular use or ownership by Developer or its assignees of any adjacent or other land.

3. Payments to Owner.

3.1 Payment. As payment for the easements and rights granted to Developer herein, Developer shall pay Owner the following:

3.1.1 a one-time payment in the amount of the Execution Payment, which shall be due and payable on mutual execution of this Agreement; and

3.1.2 an annual payment of the Annual Payment, which shall commence on the first

day of the month immediately following the month of the Effective Date, and thereafter shall continue on the first day of each succeeding year until the expiration or earlier termination of this Agreement.

4. Promises by Developer. Developer promises, represents and warrants to Owner as follows:

4.1 Compliance with Law. Developer shall at all times comply with all municipal, state and federal ordinances, rules and statutes applicable to Developer's operations on and use of the Property.

4.2 Liens. Developer shall keep the Property at all times free and clear of any liens for labor, services, supplies, equipment or materials purchased by Developer.

4.3 Payment of Taxes and Other Charges. Developer shall pay all personal property taxes attributable to any items subject to such tax that are installed or located on the Property, which are owned by Developer.

4.4 Hazardous Substances. Developer shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property as a result of Developer's operations, any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Owner or its employees and is in full compliance with all applicable laws. Should any claim or action be brought against Developer in connection with its operations with respect to any of the foregoing, Developer shall immediately notify Owner and shall indemnify Owner from all costs associated with such claim or action.

5. Promises by Owner. Owner promises, represents and warrants to Developer as follows:

5.1 Title to Property. Owner owns the entire Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Developer in a title report or other document delivered to Developer prior to the execution of this Agreement. Owner and each person signing the Agreement on behalf of Owner have the full and unrestricted power and authority to execute and deliver this Agreement and grant the easements and rights herein granted. All persons having any ownership interest in the Property (including spouses) are signing this Agreement.

5.2 Release and Waiver. Each of the undersigned hereby subjects all rights of dower, homestead and distributive share in and to the Property to the easements and related rights set forth in this Agreement, and all addenda hereto, and waives all rights of exemption as to any of the Property as against such easements and related rights. By signing this Agreement, the spouse of each Owner of the Property also joins in executing this Agreement.

5.3 No Interference. Developer shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Owner or any party claiming through Owner. Owner will not otherwise use the Property for any use or take any other action that interferes with or is incompatible with Developer's use of the Property. Owner will not grant any license, easement or other right with respect to the Property which could interfere with Developer's operations. Developer shall have the right to remedy any such interference by any appropriate means and the cost therefor shall be immediately reimbursed to Developer by Owner, with interest at the maximum rate permitted by law, and may be offset by Developer against amounts owed to Owner under this Agreement.

5.4 Hazardous Substances. Owner has not, and shall not use, store dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be

required in its agricultural use of the Property and only if such use is not harmful to Developer or its employees and is in full compliance with all applicable laws. Should any claim or action be brought against Owner or in connection with the Property with respect to any of the foregoing, Owner shall immediately notify Developer and shall indemnify Developer from all costs associated with such claim or action.

5.5 **Mortgages and Tenancies.** Owner shall cause any mortgages and tenancies on the Property to be subordinated to the Agreement in a form satisfactory to Developer and in a timely manner, no later than forty-five (45) days after the Effective Date.

5.6 **Waiver of Setback Requirements.** Owner consents to Developer's location of Facilities at any location upon the Property, including at or near the Property lines. Furthermore, in the event that any private agreements or restrictions or any laws, rules or ordinances of any governmental agency impose setback requirements or otherwise restrict the location of any element of the Facilities to be placed upon the Property or any Facilities or other elements of Developer's wind energy conversion system and related facilities and equipment to be placed upon adjacent properties along or near Property lines, Owner shall cooperate with and assist Developer in obtaining waivers or variances from such requirements and shall execute all further documents evidencing Owner's agreement to the elimination of such setback requirements.

6. Indemnification and Insurance.

6.1 **Indemnification.** Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and such other party's mortgagees, officers, employees and agents (the "Indemnified Party") against any and all losses, damages (including consequential damages), claims, expenses and other liabilities, including, without limitation, reasonable attorneys' fees, resulting from or arising out of (i) any operations of the Indemnifying Party on the Property, (ii) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (iii) any breach of this Agreement by the Indemnifying Party. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities caused by any negligent or deliberate act or omission on the part of the Indemnified Party.

6.2 **Insurance.** Developer agrees to maintain liability insurance covering its activities on the Property and to name Owner as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5 million, provided that such amount may be provided as part of a blanket policy covering other properties. Developer agrees to supply Owner with such certificates and other evidence of this insurance as Owner may reasonably request.

7. Encumbrance of Easements: Required Notices to Lenders.

7.1 **Right to Encumber.** Developer may at any time mortgage to any entity (herein, a "Lender") all or any part of Developer's interest under this Agreement and by the easements and rights created by this Agreement without the consent of Owner.

7.2 **Covenants for Lenders' Benefit.** Should Developer mortgage any of its interest as provided in Section 7.1 above, Developer and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1 They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

7.2.2 The Lender shall have the right to do any act or thing required to be performed by Developer under this Agreement, and any such act or thing performed by the Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Developer's

rights under this Agreement as if done by Developer itself.

7.2.3 No default which requires the giving of notice to Developer shall be effective unless a like notice is given to all Lenders. If Owner shall become entitled to terminate this Agreement due to an uncured default by Developer, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Developer's interest or otherwise take possession of Developer's interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Developer's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Developer.

7.2.4 In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Developer, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Developer, upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any amounts which are due Owner from Developer, (ii) pay Owner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Developer to the extent that Developer failed to perform the same prior to the execution and delivery of the new easement agreement.

8. Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property wholly unsuitable for Developer's use, then this Agreement shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made to Owner, except that Developer shall be entitled to any award made for the reasonable removal and relocation costs of any removable property that Developer has the right to remove, and for the loss and damage to any such property that Developer elects or is required not to remove, and for the loss of use of the Property by Developer. It is agreed that Developer shall have the right to participate in any settlement proceedings.

9. Miscellaneous Provisions.

9.1 Assignment. Developer shall at all times have the right to sell, assign, encumber, transfer, or grant easements with respect any or all of its rights and interests under this Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the term of this Agreement and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. The burdens of the easements and the rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees, and agents. The easements shall inure to the benefit of Developer and its successors, assigns, permittees, licensees, lessees, employees and agents.

9.2 Further Assurances. Each of the parties to this Agreement agrees to perform all such

acts (including but not limited to, executing and delivering such instruments and documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including consents to any assignments, pledges or transfers permitted under Sections 7.2 and 9.1 reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by Developer of the rights granted under this Agreement. Owner expressly agrees that it will from time to time enter into reasonable nondisturbance agreements with any Lender which requires such an agreement providing that Owner shall recognize the rights of the Lender and not disturb its possession of the Property. Owner and Developer further agree that they shall, at any time during the term of this Agreement within ten (10) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications). The statements shall also state the dates on which the payments and any other charges have been paid and that there are no defaults existing or that defaults exist and the nature of such defaults. Owner agrees that, in addition to Owner's obligations under Section 4 of this Agreement, Owner, within ten (10) days after receipt of a written request by Developer, shall: (a) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power electrical collection lines as Developer shall deem necessary or desirable for its development and use of the Property; and (b) join with Developer in requesting any and all zoning changes or other land use permits and/or approvals necessary for Developer's development and use of the Property as contemplated by this Agreement.

9.3 Notices. All notices or other communications required or permitted hereunder, including notices to Lenders, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the parties at the addresses set forth on the first page thereof. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 9.3.

9.4 No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

9.5 Construction of Agreement.

9.5.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state of Colorado.

9.5.2 Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, nor more strictly against, either party.

9.5.3 Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.5.4 Headings. The section headings contained in this Agreement are for purposes of references and convenience only and shall not limit or otherwise effect in any way the meaning of this Agreement.

9.6 Attorneys' Fees. If any party brings any action or proceeding for the enforcement,

protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

9.7 Counterparts. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same.

9.8 Entire Agreement. This Agreement, together with its attached schedules and exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date set forth above.

"OWNER"

SPOUSAL CONSENT

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"DEVELOPER"

FOWLER WIND ENERGY, LLC, an Illinois
limited liability company

By: _____
Name:
Title: Director of Wind Energy

Address:
Fowler Wind Energy, LLC
4709 15th Street A
Moline, Illinois 61265

State of Illinois)
County of _____)

On _____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

(Seal)

Arbitration of Disputes: Waiver of Jury Trial Rider

(a) Any controversy, claim or dispute between the Parties arising out of or related to this Agreement or the breach hereof, which cannot be settled amicably by the Parties, shall be submitted for arbitration in accordance with the provisions contained herein and in accordance with the Uniform Arbitration Act of 1975, C.R.S. Sections 13-22-201ff or similar legislation then in effect ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the Parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in the law of the state in which the Property is located ("Arbitration State"). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

(b) Any Party desiring arbitration shall serve on the other Party its notice of intent to arbitrate, accompanied by the name of the arbitrator selected by the Party serving such notice. A second arbitrator shall be chosen by the other Party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the Party upon whom the notice of intent to arbitrate is served fails to select an arbitrator and advise the other Party of its selection within fifteen (15) days after receipt of such notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected in accordance with the Rules. All arbitrators shall be experienced in arbitrating real estate and business disputes and shall be selected from the panel of arbitrators of an alternative dispute resolution organization, such as the Judicial Arbiter Group, Inc., that is well-respected in the Colorado legal community.

The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. All arbitration proceedings shall be held in the Denver, Colorado, metropolitan area.

(c) By initialing below you are agreeing to have any dispute arising out of this Agreement decided by neutral arbitration as provided by the Arbitration State's law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing this Agreement you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in this "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the law of the Arbitration State.

IN WITNESS WHEREOF, Owner and Developer enter into this Agreement as of the Effective Date.

Owner: _____

Developer: _____

Exhibit A

DESCRIPTION OF PROPERTY

Exhibit A

A-1

**EASEMENT PAYMENT ADDENDUM TO GRANT OF ROAD EASEMENT
AND EASEMENT AGREEMENT**

This Easement Payment Addendum to Grant of Road Easement and Easement Agreement ("Addendum") is attached to and made a part of that certain Grant of Road Easement and Easement Agreement (the "Agreement") with an effective date of _____, 20____, by and between _____ ("Owner") and FOWLER WIND ENERGY, LLC, an Illinois limited liability company ("Developer") and sets forth the monetary terms and agreements between Owner and Developer relating to the Agreement. Capitalized terms not defined in this Addendum shall have the meaning ascribed to them in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. **Modification of Definitions and Basic Terms.** The Agreement is hereby modified and amended to provide that the following terms shall, when used in the Agreement, have the meaning set forth below:

- (a) "Execution Payment" _____, payable as
provided in Section 3.1.1. of the Agreement
- (b) "Annual Payment" _____, payable as
provided in Section 3.1.2. of the Agreement

2. **Effect.** As modified hereby, the Agreement is and shall remain in full force and effect.

3. **Recording.** This Addendum shall not be recorded unless otherwise mutually agreed to in writing by Owner and Developer.

4. **Counterpart Execution.** This Addendum may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Developer have executed this Addendum as of the Effective Date first written above.

"OWNER"

SPOUSAL CONSENT

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"DEVELOPER"

**FOWLER WIND ENERGY, LLC, an
Illinois limited liability company**

By: _____

Name: _____

Title: Director of Wind Energy

Address:

**Fowler Wind Energy, LLC
4709 15th Street A
Moline, IL 61265**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

FOWLER WIND ENERGY, LLC
4709 15th Street A
Moline, IL 61265

Attn: Matthew Cumberworth, Sr.

Phone: (309) 797-4844

(Space above this line for Recorder's use only)

ROAD AND TRANSMISSION LINE EASEMENT AGREEMENT

THIS ROAD AND TRANSMISSION LINE EASEMENT AGREEMENT (this "Agreement") is entered into as of the Effective Date (defined below) by and between Owner (defined below) and Developer (defined below). Owner and Developer are sometimes herein referred to as the "Parties". For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

1.1 "Owner" _____

1.2 "Owner's Address" _____

Phone: _____

1.3 "Property"

Certain real property located in El Paso County, State of Colorado, as more particularly described in Exhibit A hereto and incorporated herein by this reference.

1.4 "Developer"

FOWLER ENERGY, LLC, an
Illinois limited liability company

1.5 "Developer's Address"

4709 15th Street A
Moline, IL 61265
Attn: Matthew Cumberworth,
Sr.
Phone: (309) 797-4844

1.6	"Effective Date"	<hr/>
1.7	"Evaluation Period"	Unless this Agreement is earlier terminated as provided herein, the period commencing on the Effective Date, and unless extended as provided below, ending on the date that is the earlier of (i) the date that the wind energy project served by the Transmission Easement and the Access Easement commences commercial operation; and (ii) the date that is exactly five (5) years after the Effective Date, provided that Developer shall have the option, in its sole and absolute discretion, to extend such five (5) year period for an additional three (3) years after the initial five (5) years, by giving Owner written notice of Developer's exercise of its option to do so.
1.8	"Line Installation Payment"	A one-time payment to Owner as compensation for the Transmission Easement granted herein, payable as provided in <u>Section 3.1</u> herein.
1.9	"Road Installation Payment"	A one-time payment to Owner as compensation for the Access Easement granted herein, payable as provided in <u>Section 3.2</u> herein.
1.10	"Signing Payment"	A one-time payment to Owner as compensation for the Electrical Collection System easement granted herein, payable as provided in <u>Section 3.3</u> herein.
1.11	"Operating Period"	The period commencing on the date that the wind energy project served by the Transmission Easement and the Access Easement commences commercial operation.
1.12	"Term"	The period commencing on the last day of the Evaluation Period and ending Sixty (60) years thereafter.
1.13	"Addenda"	Arbitration of Disputes; Easement Payment Addendum; Waiver of Jury Trial Rider attached hereto and incorporated herein.

2. Grant of Easement. Owner hereby grants and conveys to Developer a non-exclusive easement on, over, under and across all of the Property for energy transmission and

communication transmission uses (the "Transmission Easement") and for road and access purposes (the "Access Easement") in accordance with the terms and provisions hereof. In addition, Owner hereby grants and conveys to Developer a non-exclusive easement during the Evaluation Period for Developer and its employees and agents to have access to the Property for the purposes of inspection, tests, and other actions reasonably related to Developer's investigation of the Property's suitability for Developer's business purposes.

The Easements described above shall permit Developer to use the Property for the following uses:

2.1 Scope of Transmission Easement. The Transmission Easement shall permit Developer to erect, install, construct, replace, maintain, repair, operate and use underground and/or overhead electrical distribution, collection and/or transmission lines, cables, junction boxes and related facilities for the transmission of electrical energy and communications all together with appropriate rights of way on, along, over, under and across the Property at such locations as Developer shall determine in its sole discretion.

2.2 Scope of Access Easement. The Access Easement shall permit Developer the right of access, ingress and egress to and from the Property and any facilities and equipment installed thereon or on adjacent property or elsewhere over and across the Property, across other property owned by Owner and across any access routes over which Owner has the right to travel, together with the right to install, improve, repair and maintain roads on and across the Property. Any roads installed by Developer on the Property shall be installed under, or adjacent to, any transmission line installed by Developer pursuant to Section 2.1.

2.3 Other Easements. The Transmission Easement shall include an easement to permit the wind energy conversion systems on the Property, on adjacent property or elsewhere to: overhang the Property; cast shadows or flicker onto the Property; impact view or visual effects from the Property; and cause or emit noise, vibration, air turbulence, wake, and electromagnetic and frequency interference.

3. Payments to Owner.

3.1 Line Installation Payment. Developer shall pay the Line Installation Payment to Owner as set forth in the Easement Payment Addendum.

3.2 Road Installation Payment. Developer shall pay the Road Installation Payment to Owner as set forth in the Easement Payment Addendum.

3.3 Signing Payment. Developer shall pay the Signing Payment to Owner as set forth in the Easement Payment Addendum.

3.4 Damage to Growing Crops. In the event that Developer's or any of its contractors' or subcontractors' activities on the Property pursuant to this Agreement cause damage to any of Owner's growing crops being cultivated on the Property (but not grazing lands), Developer agrees to pay to Owner an amount equal to all of Owner's out-of-pocket losses due to such damage to such growing crops, which shall be an amount equal to the revenue that the Owner would have received on the open market for said damaged crops during the growing season in which such

crops were damaged or destroyed. Developer may request that Owner not grow crops within a reasonable area around roads and other improvements and thereafter no crop damage payments will be owing with respect to such areas. Payment shall be made by Developer within thirty (30) days after completion of construction of Developer's entire windsystem project on the Property and adjacent property.

4. Developer Covenants. Developer covenants, represents and warrants to Owner as follows as of the Effective Date:

4.1 Compliance with Law. Developer shall at all times comply in all material respects with all valid laws, ordinances, rules, regulations and statutes of any governmental agency applicable to Developer's operations on and use of the Property.

4.2 Payment of Taxes and Other Charges. Developer shall be responsible for any increase in real and personal property taxes levied against the Property attributable to Developer's installation of improvements on the Property owned by or under the control of Developer, which improvements may include the power transmission and interconnection facilities, roads, and other fixtures and equipment owned by Developer and located on the Property.

4.3 Liens. Developer shall keep Owner's interest in the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished to the Property in connection with Developer's use of the Property.

4.4 Hazardous Substances. Developer shall not violate, and shall indemnify Owner against, any violation of, any law, statute, order, ordinance, rule or regulation relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance on or under the Property directly resulting from Developer's activities on the Property.

4.5 Indemnification. Developer shall indemnify, defend and hold harmless Owner's members, partners, mortgagees, officers, employees and agents (each, an "Owner Indemnified Party") against any and all losses, damages (including consequential damages), claims, expenses and other liabilities, including, without limitation, reasonable attorneys' fees, resulting from or arising out of (i) any negligent operations of Developer on the Property, (ii) any negligent act or negligent failure to act on the part of Developer or anyone else engaged in doing work for Developer, or (iii) any breach of this Agreement by Developer. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or deliberate act or omission on the part of any Owner Indemnified Party.

4.6 Insurance. Developer agrees to maintain liability insurance covering its activities on the Property and to name Owner as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5 million, provided that such amount may be provided as part of a blanket policy covering other properties. Developer agrees to supply Owner with such certificates and other evidence of insurance as Owner may reasonably request.

4.7 **Restoration of Property.** Upon completion of installation of any transmission lines, roads or other facilities on the Property, Developer shall repair or replace (at Developer's discretion) all of Owner's drain tiles, terraces, fences and other improvements or fixtures on or under the Property that were damaged by the Developer's construction activities on the Property. Developer shall also remove all rubbish and debris generated by the Developer's construction activities on the Property, and shall reseed any native grasses (but not crops) on areas damaged by Developer's construction activities.

4.8 **Scope of Property Following Construction of Transmission Line.** Upon completion of installation of the transmission line on the Property, Developer shall quitclaim to Owner any property rights Developer may have (other than rights of access, ingress and egress to and from the Property) in and to that portion of the Property which is not located within thirty-seven and one half feet (37.5') of either side of the installed transmission line. Developer shall prepare an *amendment to this Agreement to indicate the revised legal description of the Property, which amendment shall be executed by Owner and Developer.*

5. **Term.** The term of the Easements and this Agreement (the "Term") shall be as set forth in Section 1.12 above. The Parties agree to execute and record a supplemental memorandum of this Agreement setting forth the expiration date of the Term within ninety (90) days after the beginning of the Term has been determined.

6. **Owner Covenants.** Owner represents and warrants as of the Effective Date, and covenants to Developer as follows:

6.1 **Owner's Authority.** Owner is the sole owner of the Property. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and grant the easements and rights herein granted. All persons having any ownership or possessory interest in the Property (including spouses) have signed this Agreement. Each spouse signing this Agreement agrees that any rights of community property, homestead, dower, contribution, and the like shall be subject and subordinate to this Agreement and the easement rights granted hereby. Owner hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the easements and rights granted hereunder.

6.2 **Liens and Tenants.** There are no liens, encumbrances, leases, mortgages, deeds of trust, fractured interests, mineral or oil and gas rights, or other exceptions to Owner's fee title ownership of the Property except as disclosed in a title report or other writing delivered to Developer prior to the Effective Date. Owner represents and warrants that there are no tenants on the Property, except those disclosed by Owner to Developer in writing prior to the Effective Date. Owner covenants and agrees that in the event that any entity or person(s) hold(s) or comes to hold any form of tenancy on the Property during the Term, Owner shall notify Developer in writing within ten (10) days of Owner gaining knowledge of such tenancy, and Owner shall execute agreements presented by Developer subordinating each such tenancy to the Easements granted herein, or protecting Developer from disturbance by the tenant(s) of Developer's use of the Easements, and Owner shall cause such tenant(s) to execute such agreements within fifteen (15) days of such presentation by Developer.

6.3 **No Interference.** As long as Developer is not in default under this Agreement, Developer shall have the quiet use and enjoyment of the Property in accordance with the terms of

this Agreement without any suit, trouble or interference of any kind by Owner or any party claiming through Owner. Owner, its lessees, tenants and licensees may use the Property for any permitted purposes, but will not otherwise use the Property for any use or take any other action which interferes with or is incompatible with Developer's use of the Property as permitted by this Agreement. Owner may build, construct, reconstruct or locate improvement(s) on the Property, provided that any such improvement(s) shall not (i) interfere with or obstruct Developer's operations on the Property, or (ii) impede or obstruct Developer's access to the Property. In no event during the Term of this Agreement shall Owner construct, build or locate or allow others to construct, build or locate any commercial or utility scale wind turbines or similar project on the Property. Owner will not sell, transfer, assign, or encumber the Property or grant any license, easement, or other right with respect to the Property which could interfere with Developer's operations. Developer shall have the right to remedy any such interference by any appropriate means and the cost therefore shall be immediately reimbursed to Developer by Owner, with interest at a rate equal to the lesser of 4 points over the Prime Rate set forth in the "money rates" section of the New York edition of the Wall Street Journal or the maximum rate permitted by law, and may be offset by Developer against amounts owed to Owner under this Agreement.

6.4 Hazardous Substances. Owner shall not violate, and shall indemnify Developer against, any violation of, any law, statute, order, ordinance, rule or regulation relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, on or under the Property, except if such violation is a direct result of Developer's activities on the Property.

6.5 Indemnification. Owner shall indemnify, defend and hold harmless Developer and Developer's members, partners, mortgagees, officers, employees and agents (each, a "Developer Indemnified Party") against any and all losses, damages (including consequential damages), claims, expenses and other liabilities, including, without limitation, reasonable attorneys' fees, resulting from or arising out of (i) any operations of Owner on the Property, (ii) any negligent act or negligent failure to act on the part of Owner or anyone else engaged in doing work for Owner, (iii) activities of Owner or any other person or entity on the Property prior to the Effective Date, or (iv) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or deliberate act or omission on the part of any Developer Indemnified Party.

6.6 Waiver of Setback Requirements. Owner hereby consents to Developer's location of roads and electrical collection lines or related facilities or equipment at any location upon the Property and any adjacent properties, including at or near the property lines. Furthermore, in the event that the location of any portion of any roads and electrical collection lines or related facilities or equipment to be installed or constructed on the Property or any adjacent properties along or near property lines is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Owner shall cooperate with and assist Developer in obtaining waivers or variances from such requirements and shall execute all documents evidencing Owner's agreement to the elimination of such requirements. This Section 6.6 shall survive the termination of this Agreement.

7. Encumbrances: Required Notices to Mortgagees.

7.1 Right to Encumber. Developer shall have the right at any time to mortgage to any entity (herein, a "Mortgagee") all or any part of Developer's interest under this Agreement and the easements and rights created by this Agreement without the consent of Owner.

7.2 Covenants for Mortgagees Benefit. Should Developer mortgage any of its interests hereunder as provided in Section 7.1 above, Developer and Owner expressly agree between themselves and for the benefit of any Mortgagees as follows:

(a) They will not cancel or modify this Agreement without the prior written consent of each of the Mortgagees, which consent shall not be unreasonably withheld or delayed.

(b) Each Mortgagee shall have the right to do any act or thing required to be performed by Developer under this Agreement, and Owner shall accept any such act or thing performed by a Mortgagee under this Agreement as if such act or thing was done by Developer itself.

(c) No default which requires the giving of notice to Developer shall be effective unless a similar notice is given to all of the Mortgagees. If Owner shall become entitled to terminate this Agreement due to an uncured default by Developer, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Mortgagee and has given each Mortgagee at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Mortgagee notifies Owner that it must foreclose on Developer's interest or otherwise take possession of Developer's interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Mortgagee a sufficient period of time as may be necessary for such Mortgagee, with the exercise of due diligence, to foreclose or acquire Developer's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Developer. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Mortgagee, such Mortgagee shall have no further duties or obligations hereunder.

(d) In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Developer, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Developer, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall (i) pay Owner any amounts which are due Owner from Developer, (ii) pay Owner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed

by Developer to the extent that Developer failed to perform the same prior to the execution and delivery of the new easement agreement.

8. Defaults; Termination.

8.1 Defaults. Each of the following events shall constitute an event of default by a Party and, subject to Section 7.2 above, shall permit the non-defaulting Party to terminate this Agreement and/or pursue all other appropriate remedies available at law or equity:

(a) The failure or omission by either Party to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after written notice from the other Party;

(b) The failure or omission by either Party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days (or such longer reasonable period of time required to cure such failure or omission, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other Party; or

(c) A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

8.2 Termination by Developer. Developer may terminate this Agreement at any other time by giving Owner at least thirty (30) days' prior written notice.

8.3 Surrender of Property. Upon the expiration or earlier termination of this Agreement, Developer shall peaceably and quietly leave, surrender and return the Property to Owner. Developer agrees and hereby covenants to dismantle and remove all equipment, improvements, fixtures and other property owned or installed by Developer or its affiliates on the Property within one hundred eighty (180) days from the date of termination. In addition to any other remedies available to Owner, should Developer fail to remove such property within one hundred eighty (180) days from the expiration or earlier termination of this Agreement, any and all property remaining on the Property beyond such one hundred eighty (180) day removal period shall be deemed abandoned to Owner and Developer hereby agrees to relinquish any and all rights to any such property.

9. Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property wholly unsuitable for Developer's use, then this Agreement shall terminate upon such vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made to Owner, except that Developer shall be entitled to any award made for the reasonable removal and relocation costs of any removable property that Developer has the right to remove, and for the loss and damage to any such property that Developer elects or is required not to remove, and for the loss of use of the Property by Developer. It is agreed that Developer shall have the right to participate in any settlement proceedings and that Owner shall not enter

into any binding settlement agreement without the prior written consent of Developer, which consent shall not be unreasonably withheld.

10. Miscellaneous.

10.1 Ownership of Installed Property. Owner agrees that all property installed on the Property by Developer and its successors or assigns, whether real, personal or mixed, shall remain the property of Developer and shall be removable by Developer at any time, subject to Section 8.3 above.

10.2 Force Majeure - Delays. If performance of any act required by this Agreement to be performed by either Party is prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause not the fault of the Party required to perform the act, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

10.3 Assignment. Developer shall at all times have the right to sell, assign, encumber, transfer, or grant easements of any or all of its rights and interests under this Agreement without Owner's consent; provided, however, that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, transfer, or easement shall relieve Developer of its obligations under this Agreement unless Developer assigns its entire interest hereunder, in which event Developer shall have no continuing liability. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees, and agents. The easements shall inure to the benefit of Developer and its successors, assigns, permittees, licensees, lessees, employees and agents.

10.4 Notices. All notices or other communications required or permitted hereunder, including notices to Mortgagees, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to Owner at Owner's Address and addressed to Developer at Developer's Address.

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 10.4.

10.5 Further Assurances. Each of the Parties to this Agreement agrees to perform all such acts (including but not limited to, executing and delivering instruments and documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including without limitation, reasonable amendments hereto as may be required by any Mortgagee or required in connection with the transfer by Developer of the rights granted under this Agreement. Owner expressly agrees that it will from time to time enter into reasonable non-disturbance agreements with any Mortgagee which requires such an agreement stating that Owner shall recognize the rights of the Mortgagee and not disturb its possession of the Property

so long as it is not in default of any of the provisions of this Agreement. Owner agrees that within ten (10) days after receipt of a written request by Developer it shall: (a) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as Developer shall deem necessary or desirable for its development and use of the Property; and (b) join with Developer in requesting any and all zoning changes or other land use permits and/or approvals necessary for Developer's development and use of the Property as contemplated by this Agreement.

10.6 Estoppel Certificates. Each Party agrees that it shall, at any time during the Term of this Agreement within (10) days after a written request by the other Party, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates on which the payments and any other charges have been paid, and that there are no defaults existing or that defaults exist and stating the nature of such defaults.

10.7 No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.8 Entire Agreement. This Agreement, together with its attached exhibits, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superceded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

10.9 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such State or any other state.

10.10 Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, nor more strictly against, either Party.

10.11 Partial Invalidity. Should any term or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.12 Counterparts. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

10.13 Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date set forth above.

"OWNER"

"OWNER"

(SIGNATURES CONTINUE ON FOLLOWING PAGE]

- - -

"DEVELOPER"

FOWLER WIND ENERGY, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

Address:

Fowler Wind Energy, LLC
4709 15th Street A
Moline, IL 61265

Exhibit A

DESCRIPTION OF PROPERTY

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING
PAGE]

"DEVELOPER"

FOWLER WIND ENERGY, LLC, a
an Illinois limited liability company

By: _____
Name: Matthew Cumberworth, Sr.
Title: Director of Wind Energy

Address:
Fowler Wind Energy, LLC
4709 15th Street A
Moline, IL 61265

State of Illinois)
County of _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Arbitration of Disputes; Waiver of Jury Trial Rider

(a) Any controversy, claim or dispute between the Parties arising out of or related to this Agreement or the breach hereof, which cannot be settled amicably by the Parties, shall be submitted for arbitration in accordance with the provisions contained herein and in accordance with the commercial arbitration rules of the American Arbitration Association ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the Parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in the law of the state in which the Property is located ("Arbitration State"). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

(b) Any Party desiring arbitration shall serve on the other Party and the office of the American Arbitration Association (the "AAA Office") located in the capital of the Arbitration State ("Capital City"), and if there is no such office in the Capital City, then in the office closest in distance to the Capital City ("Alternate City"), in accordance with the Rules, its notice of intent to arbitrate, accompanied by the name of the arbitrator selected by the Party serving such notice. A second arbitrator shall be chosen by the other Party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the Party upon whom the notice of intent to arbitrate is served fails to select an arbitrator and advise the other Party of its selection within fifteen (15) days after receipt of such notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected in accordance with the Rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. All arbitration proceedings shall be held in the city in which the AAA Office is located.

(c) By initialing below you are agreeing to have any dispute arising out of this Agreement decided by neutral arbitration as provided by the Arbitration State's law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing this Agreement you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in this "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the law of the Arbitration State.

IN WITNESS WHEREOF, Owner and Developer enter into this Agreement as of the Effective Date.

Owner: _____

Developer: _____

EASEMENT PAYMENT ADDENDUM TO ROAD AND TRANSMISSION LINE EASEMENT AGREEMENT

This Easement Payment Addendum to Road and Transmission Line Easement Agreement ("Addendum") is attached to and made a part of that certain Road and Transmission Line Easement Agreement (the "Agreement") with an effective date of _____ by and between _____ ("Owner") and Fowler Wind Energy, LLC, an Illinois limited liability company ("Developer") and sets forth the monetary terms and agreements between Owner and Developer relating to the Agreement. Capitalized terms not defined in this Addendum shall have the meaning ascribed to them in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. Modification of Definitions and Basic Terms. The Agreement is hereby modified and amended to provide that the following terms shall, when used in the Agreement, have the meaning set forth below:

(a)	"Line Installation Payment"	An amount equal to _____ (\$_____) per linear foot of overhead and/or underground electrical transmission, collection, distribution and/or communication lines installed on the Property, if any. Developer shall pay the Line Installation Payment to Owner thirty (30) days after the date such installation has been completed on the property.
(b)	"Road Installation Payment"	An amount equal to _____ (\$_____) per linear foot of new road installed by Developer on the Property, if any. Developer shall pay the Road Installation Payment to Owner thirty (30) days after the date such installation has been completed on the property.
(b)	"Signing Payment"	An amount equal to _____ Dollars (\$_____). Developer shall pay the Signing Payment to Owner thirty (30) days after the execution of this Agreement

2. Effect. As modified hereby, the Agreement is and shall remain in full force and effect.
3. Recording. This Addendum shall not be recorded unless otherwise mutually agreed to in writing by Owner and Developer.
4. Counterpart Execution. This Addendum may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Developer have executed this Addendum as of the Effective Date first written above.

"OWNER"

"OWNER"

"DEVELOPER"

FOWLER WIND ENERGY, LLC, an
Illinois limited liability company

By: _____

Name: _____

Title: _____

Address:

FOWLER WIND ENERGY, LLC

4709 15th Street A

Moline, IL 61265

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Fowler Wind Energy, LLC
4709 15th Street A
Moline, IL 61265
Attn: Matthew Cumberworth, Sr.

(Space above this line for Recorder's use only)

WINDPARK EASEMENT AGREEMENT

THIS WINDPARK EASEMENT AGREEMENT (this "Agreement") is entered into as of the Effective Date (defined below) by and between Owner (defined below) and Developer (defined below). Owner and Developer are sometimes herein referred to as the "Parties." For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

1.1 "Owner" _____, a private landowner

1.2 "Owner's Address" Name: _____
Street or Box: _____
City, State, Zip: _____
Phone: _____

1.3 "Property" Certain real property located in El Paso County, State of Colorado, as more particularly described in Exhibit A hereto and incorporated herein by this reference.

1.4 "Developer" Fowler Wind Energy, LLC, an Illinois limited liability company

1.5 "Developer's Address" 4709 15th Street A
Moline, IL 61265
Attn: Matthew Cumberworth, Sr.
Phone: (309) 797-4844

1.6 "Effective Date" _____

1.7	"Energy Revenues"	All gross consideration actually received by Developer during the applicable quarter from the sale of electricity or energy generated by wind turbines located on the Property under arm's length agreements with unaffiliated third parties or otherwise made using prices which Developer has used reasonable efforts to ensure are fair market prices (excluding, however, the value of any renewable energy credits or tax credits).
1.8	"Evaluation Period"	Unless this Agreement is earlier terminated as provided herein, the period commencing on the Effective Date, and unless extended as provided below, ending on the first to occur of (i) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property or any portion thereof, or (ii) the date that is exactly five (5) years after the Effective Date.
1.9	"Evaluation Period Payment"	As set forth in the Easement Payment Addendum attached hereto.
1.10	"Minimum Rent"	As set forth in the Easement Payment Addendum attached hereto.
1.11	"Operating Period"	The period commencing upon the production of wind energy in commercial quantities by Developer or its successors or assigns on the Property or any portion thereof and ending Thirty-five (35) years thereafter.
1.12	"Royalty Percentage"	As set forth in the Easement Payment Addendum attached hereto.
1.13	"Addenda"	Easement Payment Addendum; Arbitration of Disputes; Waiver of Jury Trial Rider attached hereto and incorporated herein.

2. Grant of Easement. Owner hereby grants and conveys to Developer (i) an exclusive easement on, over, under and across all of the Property for the free flow of wind, wind resource evaluation, wind energy development, energy transmission, emission of noise and sound waves, and related wind energy development uses, all as described in Section 2.1 below (the "Wind Development Easement"), (ii) an exclusive easement on, over, under and across the Property for transmission lines for electricity and communications and related facilities, all as described in Section 2.2 below (the "Transmission Easement"), and (iii) a non-exclusive easement on, over and across any and all access routes on the Property for purposes of ingress and egress to and from the Property, all as described in Section 2.3 below (the "Access Easement") (collectively, the easements granted in (i), (ii) and (iii) are hereinafter referred to as the "Easements"). The Easements and other rights granted by Owner in this Agreement are easements in gross and are personal to Developer for the benefit of Developer and its successors and assigns, as owner of the Easements.

The Easements described above shall permit Developer to use the Property for the following uses:

2.1 Scope of Wind Development Easement. The Wind Development Easement shall permit Developer to erect, install, construct, replace, maintain, repair and operate wind and weather evaluation equipment and wind energy conversion systems on the Property as Developer determines in its sole discretion. Without limiting the generality of the foregoing, this Section 2.1 shall include the installation, construction, maintenance and operation of any and all equipment and improvements necessary or useful for the measurement of wind and weather or for the conversion of wind energy into electricity, including, but not limited to, anemometers, meteorological towers and wind measurement equipment, wind turbines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with wind turbine installations, roads, staging areas, laydown areas, soil and rock and soil disposal areas, control buildings, and related facilities and equipment. Developer shall determine the size, type, manufacturer and exact location of such wind energy conversion systems in its sole discretion, but Developer shall not locate, position or place any wind turbines within One Thousand (1000) Feet of any occupied residence as such residence exists on the Effective Date without Owner's prior written consent. In addition, the Wind Development Easement shall permit Developer to conduct such tests and inspections, including wind speed tests and soils and geologic inspections, as Developer deems necessary or desirable in connection with its development of a wind energy conversion system on the Property.

2.2 Scope of Transmission Easement. The Transmission Easement shall permit Developer to erect, install, construct, replace, maintain, repair, operate and use underground and/or overhead transmission lines, cables, junction boxes, and related facilities for the transmission of electrical energy and communications all together with appropriate rights of way on, along, over, under and across the Property at such locations as Developer shall determine in its sole discretion.

2.3 Scope of Access Easement. The Access Easement shall permit Developer the right of access, ingress and egress to and from the Property and any facilities and equipment installed thereon or on adjacent property or elsewhere over and across the Property.

Developer agrees to confine its activities to the area granted under this agreement. Further, developer agrees to obtain written permission from owner in the event that additional land is required for access or construction of wind energy facilities.

2.4 Other Easements. The Wind Development Easement and the Transmission Easement shall include an exclusive easement to permit the wind energy conversion systems on the Property, on adjacent property or elsewhere to: overhang the Property; cast shadows or flicker onto the Property; impact view or visual effects from the Property; and cause or emit noise, vibration, air turbulence, wake, and electromagnetic and frequency interference.

2.5 Miscellaneous. This Agreement shall not be construed to grant to Developer any rights whatsoever with respect to land or easements owned by Owner that are not described in Exhibit A to this Agreement.

3. Payments to Owner.

3.1 Evaluation Period Payments. Commencing on the Effective Date and continuing on each anniversary of the Effective Date during the Evaluation Period, Developer shall make the Evaluation Period Payment to Owner.

3.2 Operating Period Payments. Unless this Agreement is earlier terminated, Developer shall make the following payments to Owner during the Operating Period:

(a) Minimum Rent. Commencing on the first day of the Operating Period and continuing on January 1st of each year until this Agreement is terminated, Developer shall make annual payments to Owner in the amount of the Minimum Rent. Minimum Rent for partial years shall be prorated.

(b) Royalty Payment. If during the Operating Period, the Royalty Percentage of Energy Revenues from the wind generating turbines located on the Property during any calendar quarter exceeds the Minimum Rent applicable to such quarter, Developer shall pay such excess to Owner as additional rent. These additional rent payments are due and payable within sixty (60) days following the end of each calendar quarter.

(c) Audit. If Owner shall dispute the amount of the additional rent paid by Developer pursuant to Section 3.2(b) above, Owner shall have the right to engage its own certified public accountant ("Owner's Accountant") for the purpose of verifying the accuracy of Developer's calculations. If Owner's Accountant determines that an error has been made, Developer's accountant and Owner's Accountant shall endeavor to agree upon the matter, failing which the parties shall settle the dispute by judicial action or in such other manner as they may agree. All costs incurred by Owner in obtaining its own accountant shall be paid for by Owner unless Owner's Accountant discloses an error, acknowledged by Developer's accountant (or found to have occurred in a judicial action), of more than five percent (5%) in the computation of the additional rent which is challenged, in which event Developer shall pay the reasonable costs incurred by Owner in obtaining such audit. If it shall be determined that any portion of the additional rent due was not paid to Owner, then Developer shall remit the appropriate sum to Owner forthwith. If it shall be determined that Developer overpaid any amount of additional rent to Owner, then such overpayment shall be credited against Developer's next payment(s) due pursuant to Section 3.2(b) except that, if such overpayment was more than five percent (5%) of the additional rent paid, Developer shall be entitled to a credit only for an overpayment in excess of the reasonable costs incurred by Owner in obtaining such audit.

(d) Delinquent Payments. Any payment made by Developer more than thirty (30) days after such payment is due shall include interest at a rate equal to the lesser of 4 points over the Prime Rate set forth in the "money rates" section of the New York edition of the Wall Street Journal or the maximum rate permitted by law.

3.3 Damage to Growing Crops. In the event that Developer's or any of its contractors' or subcontractors' activities on the Property pursuant to this Agreement cause damage to any of Owner's growing crops being cultivated on the Property (but not grazing lands), Developer agrees to pay to Owner an amount equal to all of Owner's out-of-pocket losses due to such damage to such growing crops, which shall be an amount equal to the revenue that the Owner would have received on the open market for said damaged crops during the growing season in which such crops were damaged or destroyed. Developer may request that Owner not grow crops within a reasonable area around roads, turbine pads and other improvements and thereafter no crop damage payments will be owing with respect to such areas. Payment shall be made by Developer within thirty (30) days after completion of construction of Developer's entire wind system project on the Property.

4. Developer Covenants. Developer covenants, represents and warrants to Owner as follows as of the Effective Date:

4.1 Compliance with Law. Developer shall at all times comply in all material respects with all valid laws, ordinances, rules, regulations and statutes of any governmental agency applicable to Developer's operations on and use of the Property.

4.2 Payment of Taxes and Other Charges. Developer shall be responsible for any increase in real and personal property taxes levied against the Property attributable to Developer's installation of

improvements on the Property owned by or under the control of Developer, which improvements may include the wind energy conversion system, power transmission and interconnection facilities, and other fixtures and equipment owned by Developer and located on the Property, subject to Developer's right to contest such taxes.

4.3 Liens. Developer shall keep Owner's interest in the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished to the Property in connection with Developer's use of the Property.

4.4 Hazardous Substances. Developer shall not violate, and shall indemnify Owner against, any violation of, any law, statute, order, ordinance, rule or regulation relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance on or under the Property directly resulting from Developer's activities on the Property.

4.5 Indemnification. Developer shall indemnify, defend and hold harmless Owner's members, partners, mortgagees, officers, employees and agents (each, an "Owner Indemnified Party") against any and all losses, damages (including consequential damages), claims, expenses and other liabilities, including, without limitation, reasonable attorneys' fees, resulting from or arising out of (i) any negligent operations of Developer on the Property, (ii) any negligent act or negligent failure to act on the part of Developer or anyone else engaged in doing work for Developer, or (iii) any breach of this Agreement by Developer. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or deliberate act or omission on the part of any Owner Indemnified Party.

4.6 Insurance. Developer agrees to maintain liability insurance covering its activities on the Property and to name Owner as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5 million, provided that such amount may be provided as part of a blanket policy covering other properties. Developer agrees to supply Owner with such certificates and other evidence of insurance as Owner may reasonably request.

4.7 Meeting with Owner. Prior to the construction of the wind energy conversion systems, access roads and other allowed uses as provided in Sections 2.1 through 2.5 of this Agreement, Developer will use its best efforts to meet with Owner to discuss the proposed locations of any wind turbines and/or access roads on the Property ("Proposed Locations"). Developer agrees to listen and give due consideration to Owner's comments and/or concerns with regard to the Proposed Locations, and Developer shall use its commercially reasonable efforts to address such comments and/or concerns; provided that Developer shall retain sole discretion as to the adoption or alteration of the Proposed Locations and all final locations of the wind turbines, access roads and other elements of the wind energy conversion systems.

4.8 Construction Damage. Developer shall use commercially reasonable efforts to minimize damage to Owner's improvements on the Property (including but not limited to fences and underground water lines) caused by the construction, operation or maintenance of Developer's improvements on the Property. The reference to damage to Owner's improvements in the preceding sentence does not include any damages to crops on the Property, which are governed solely by the provisions of Section 3.3 above. In the event damage to such improvements occurs, Developer shall, at its sole expense, take such measures as may be necessary to repair the damaged improvement to a condition substantially similar to its condition prior to being damaged. If Developer fails to repair such damaged improvement within thirty (30) days after the date that Developer's construction of the wind energy conversion systems, roads and electrical collection systems on the Property is substantially complete (or, in the case of damage to an underground water line, as soon as reasonably practicable but in any event within twenty-four (24) hours of the time the underground water line is damaged), Owner may take such actions as may reasonably be required to repair the improvement, and all reasonable and actual costs and expenses incurred by Owner

in doing so shall be reimbursed to Owner by Developer within thirty (30) days after receiving Owner's written demand and a copy of the related invoice or other appropriate evidence of the expense incurred.

4.9 Soil Erosion. During the construction of any road on the Property by Developer and so long as such road is used by Developer, Developer shall, at its sole expense, take such measures as may be reasonably necessary to prevent the road from increasing the erosion of soil on the Property.

4.10 Maintenance of Developer's Improvements. Throughout the term of this Agreement, Developer shall, at Developer's sole cost and expense, maintain its improvements on the Property in good condition and repair, ordinary wear and tear excepted, and in accordance in all material respects with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies, shall eradicate noxious weeds introduced to the Property by Developer or its contractors, and shall control weeds in and around the wind energy conversion systems.

4.11 Installation of Conduit. Developer hereby agrees that during its installation of underground electrical gathering, transmission and communication lines on the Property, Developer shall install buried conduit twenty (20) feet on either side of such underground electrical gathering, transmission and communication lines at all locations where Developer's underground electrical gathering, transmission and communication lines on the Property cross Owner's existing underground water lines on the Property, which installation shall be at Developer's sole cost and expense.

4.12 Operations. Developer and all Developer personnel, and all personnel of third parties authorized to enter the Property by Developer, shall follow the following rules while on the Property. Owner may bar further access to the Property as to any individual who commits repeated violations of these rules. In addition, any individual violating rules (k), (g), U), (d) i, (d) ii, (d) iii, (d) v, or (d) vi shall be immediately expelled from the Property and will be forever banned from the Property.

(a) All access gates shall remain padlocked at all times not in use by Developer or its contractors, consultants or employees, with keys to each lock provided to Owner for each gate; all access gates, as well as all interior gates, shall remain closed at all times not in use by Developer or its contractors, consultants or employees.

(b) All personnel shall be respectful towards grazing animals on the Property, shall avoid any contact with any animals on the Property, shall promptly remove anything from the Property that could be harmful to such animals, and shall avoid causing any unnecessary loud noises on the Property.

(c) All personnel shall minimize, to the extent reasonably possible, the creation of dust and the introduction of noxious plants or vegetation to the Property.

(d) At no time shall any employees of Developer, or any third parties authorized to enter the Property by Developer, bring any of the following onto the Property:

(i) Weapons of any type, including but not limited to, guns, bows and arrows, or sling shots.

(ii) Animal calling devices.

(iii) Fishing equipment or nets.

(iv) Dogs, cats or other animals.

(v) Alcoholic beverages.

(vi) Illegal drugs or related paraphernalia.

(vii) No cameras or video recorders shall be allowed on the Property, except those used to photograph the Project or the operations of Developer.

(e) Smoking is prohibited except in designated construction areas and in vehicles. Developer will employ prudent precautions to prevent fires, including avoiding the buildup of plant material under vehicles. In the event a grass fire is started, Owner shall be promptly notified. Developer agrees to pay to Owner a reasonable fee per acre for fire damage but not less than \$15.00 per acre for fire damage to pasture land (whether located on the Property or adjacent lands owned by Owner) that is caused by Developer, its employees, contractors, agents or any individual allowed onto the Property by Developer. Such payment shall be due and payable within thirty (30) days of such fire. Such payment shall in no way limit or waive Owner's right to obtain payment for fire damage to animals, crops, structures, equipment or other things located on the Property, or lands adjacent to the Property.

(f) During Developer's construction activities on the Property, Developer shall use reasonable efforts to limit trash and debris generated by such construction activities to amounts that are reasonable in light of the type of construction activities undertaken by Developer. Following the completion of Developer's construction activities on the Property, Developer shall keep the Property clean and free of all trash and litter which may emanate from Developer or its employees, agents, contractors or invitees operations on the Property, and if Developer does not do so within ten (10) days notice from Owner, Developer agrees to pay Owner's costs of picking up such litter and trash either on the Property or adjacent lands. Under no circumstances will Developer bury or burn any trash, debris or foreign material of any nature on the Property.

(g) Developer, its employees, contractors, agents and any individual allowed onto the Property by Developer shall not bury, dump, spill or discharge any Hazardous Materials (as defined in Section 10.2), gasoline, oil, hydraulic fluid, fuel, paint or other foreign, toxic, or other waste substances on the Property.

(h) Developer, its employees, contractors, agents and any individual allowed onto the Property by Developer will use commercially reasonable efforts to confine their activities on the Property to the designated access routes and to the areas upon which Operations are then being conducted, except where construction and/or maintenance activities undertaken by Developer (such as the installation of roads and electrical collection systems) require Developer and such other persons to deviate from such designated access routes.

(i) No animals (dead or alive) or artifacts will be removed from the Property, except in accordance with applicable law.

(j) This Agreement does not cover or include any right or privilege of hunting or fishing on the Property, all such rights being expressly reserved to Owner.

(k) The following speed limits shall be strictly observed while using roads on the Property: 45 miles per hour during daylight; 35 miles per hour after dark; 20 miles per hour within 100 yards of houses and barns.

4.13 Restoration of Property.

(a) Upon completion of installation of any wind energy conversion systems on the Property, Developer shall repair or replace (at Developer's discretion) all of Owner's drain tiles, terraces, fences and other improvements or fixtures on or under the Property that were damaged by the Developer's construction activities on the Property. Except for grading changes required or desirable for construction of Developer's improvements, Developer shall restore the surface of the Property to approximately its construction grade and condition. The Developer shall also remove all rubbish and debris generated by the Developer's construction activities on the Property, and shall reseed any native grasses (but not crops) in a good and farmer-like manner on areas damaged by Developer's construction

activities. During construction of the wind energy conversion systems on the Property, Developer shall take reasonable care when removing top soil, to separate said top soil from the subsoil, and upon completion to restore said top soil to the surface to the reasonable satisfaction of Owner.

(b) Upon termination of this Agreement, with respect to any areas of the Property on which roads have been constructed or electrical or communication lines or facilities installed, Developer shall decompact all such areas. With respect to any portions of the Property upon which wind turbine generators have been installed, Developer shall remove such turbines and foundations from the Property (provided that all footings and foundations shall be removed only to a depth of four (4) feet below the surface of the ground and covered with soil). In addition, Developer shall restore the Property as provided in subsection 4.13(a).

5. Term.

5.1 Term. The term of the Easements and this Agreement (the "Term") shall commence on the Effective Date and shall continue until the end of the Evaluation Period or, if production of wind energy in commercial quantities by Developer or its successors or assigns on the Property or any portion thereof occurs prior to the end of the Evaluation Period, until expiration of the Operating Period, unless sooner terminated as provided herein. The Parties agree to execute and record a supplemental memorandum of this Agreement setting forth the expiration date of the Term within ninety (90) days after the beginning of the Operating Period has been determined.

6. Owner Covenants. Owner represents and warrants as of the Effective Date, and covenants to Developer as follows:

6.1 Owner's Authority. Owner is the sole owner of the Property. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and grant the easements and rights herein granted. All persons having any ownership or possessory interest in the Property (including spouses) have signed this Agreement. Each spouse signing this Agreement agrees that any rights of community property, homestead, dower, contribution, and the like shall be subject and subordinate to this Agreement and the easement rights granted hereby. Owner hereby releases and waives all rights under and by virtue of any applicable homestead exemption laws as to the easements and rights granted hereunder.

6.2 Liens and Tenants. There are no liens, encumbrances, leases, mortgages, deeds of trust, fractured interests, mineral or oil and gas rights, or other exceptions to Owner's fee title ownership of the Property except as disclosed in a title report or other writing delivered to Developer prior to the Effective Date. Owner represents and warrants that there are no tenants on the Property, except those disclosed by Owner to Developer in writing prior to the Effective Date. Owner covenants and agrees that in the event that any entity or person(s) hold(s) or comes to hold any form of tenancy on the Property during the Term, Owner shall notify Developer in writing within ten (10) days of Owner gaining knowledge of such tenancy, and Owner shall execute agreements presented by Developer subordinating each such tenancy to the Easements granted herein, or protecting Developer from disturbance by the tenant(s) of Developer's use of the Easements, and Owner shall cause such tenant(s) to execute such agreements within fifteen (15) days of such presentation by Developer.

6.3 Payment of Taxes and Other Charges. Except as provided in Section 4.2, Owner shall pay when due any property taxes levied or assessed by any governmental authority upon the Property, and any other monetary obligations associated with the Property; subject to Owner's right to contest the same in a manner that does not jeopardize Developer's rights hereunder.

6.4 No Interference. As long as Developer is not in default under this Agreement, Developer shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Owner or any party claiming through Owner. Owner, its lessees, tenants and licensees may use the Property for agricultural, recreational and other purposes, but will not otherwise use the Property for any use or take any other action which interferes

with or is incompatible with Developer's use of the Property as permitted by this Agreement or which in any way interferes with the wind flow across the Property. Owner may build, construct, reconstruct or locate improvement(s) on the Property, provided that any such improvement(s) shall not (i) be located within eight hundred (800) yards of the location of any wind turbine generator installed (or to be installed) by Developer on the Property, (ii) interfere with the wind flow across the Property, (iii) interfere with or obstruct Developer's operations on the Property, nor (iv) impede or obstruct Developer's access to the Property. In no event during the Term of this Agreement shall Owner construct, build or locate or allow others to construct, build or locate any wind turbines or similar project on the Property. Owner will not sell, transfer, assign, or encumber the Property or grant any license, easement, or other right with respect to the Property which could interfere with Developer's operations. Developer shall have the right to remedy any such interference by any appropriate means and the cost therefor shall be immediately reimbursed to Developer by Owner, with interest at a rate equal to the lesser of 4 points over the Prime Rate set forth in the "money rates" section of the New York edition of the Wall Street Journal or the maximum rate permitted by law, and may be offset by Developer against amounts owed to Owner under this Agreement.

6.5 Hazardous Substances. Owner shall not violate, and shall indemnify Developer against, any violation of, any law, statute, order, ordinance, rule or regulation relating to the generation, manufacture, storage, use, release or threatened release, disposal, transportation or presence of any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, on or under the Property, except if such violation is a result of Developer's activities on the Property. Owner represents and warrants that Owner has not used, and to the best of Owner's knowledge no other party has used, any such substances on the Property, other than herbicides, pesticides and fertilizers that have been stored, mixed and applied on the Property in compliance with normal agricultural practices.

6.6 Indemnification. Owner shall indemnify, defend and hold harmless Developer and Developer's members, partners, mortgagees, officers, employees and agents (each, a "Developer Indemnified Party") against any and all losses, damages (including consequential damages), claims, expenses and other liabilities, including, without limitation, reasonable attorneys' fees, resulting from or arising out of (i) any negligent operations of Owner on the Property, (ii) any negligent act or negligent failure to act on the part of Owner or anyone else engaged in doing work for Owner, (iii) any breach of Owner's representations under Section 6.4, or (iv) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or deliberate act or omission on the part of any Developer Indemnified Party.

Owner shall hold harmless Developer Indemnified Parties against any and all claims, and expenses of defense thereof including, without limitation, reasonable attorneys' fees, resulting from or arising out of activities of Owner and Owner's agents on the Property prior to the Effective Date. Owner shall not have liability under this Section unless Developer has first provided Owner reasonable notice of a claim hereunder and Owner has failed within a reasonable time to remedy the same. If such a claim is asserted against Developer in judicial or administrative proceedings, Owner shall have the right to defend Developer with counsel reasonably acceptable to Developer.

6.7 Waiver of Setback Requirements. Owner hereby consents to Developer's location of wind energy conversion systems or related facilities or equipment at any location upon the Property and any adjacent properties, including at or near the property lines. Furthermore, in the event that the location of any portion of any wind energy conversion system or related facilities or equipment to be installed or constructed on the Property or any adjacent properties along or near property lines is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Owner shall cooperate with and assist Developer in obtaining waivers or variances from such requirements and shall execute all documents evidencing Owner's agreement to the elimination of such requirements. This Section 6.7 shall survive the termination of this Agreement.

6.8 **Developer Right to Cure Owner Default** If Owner fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Developer shall have the right to pay such taxes and other obligations, and/or remedy any such default, by any appropriate means; and the cost thereof shall be reimbursed to Developer by Owner within thirty (30) days. Developer may offset such cost against any amounts owed to Owner under this Agreement

7. **Encumbrances: Required Notices to Mortgagees.**

7.1 **Right to Encumber.** Developer shall have the right at any time to mortgage to any entity (herein, a "Mortgagee") all or any part of Developer's interest under this Agreement and the easements and rights created by this Agreement without the consent of Owner.

7.2 **Covenants for Mortgagees Benefit** Should Developer mortgage any of its interests hereunder as provided in Section 7.1 above, Developer and Owner expressly agree between themselves and for the benefit of any Mortgagees as follows:

(a) They will not cancel or modify this Agreement without the prior written consent of each of the Mortgagees, which consent shall not be unreasonably withheld or delayed.

(b) Each Mortgagee shall have the right to do any act or thing required to be performed by Developer under this Agreement, and Owner shall accept any such act or thing performed by a Mortgagee under this Agreement as if such act or thing was done by Developer itself.

(c) No default which requires the giving of notice to Developer shall be effective unless a similar notice is given to all of the Mortgagees. If Owner shall become entitled to terminate this Agreement due to an uncured default by Developer, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Mortgagee and has given each Mortgagee at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Mortgagee notifies Owner that it must foreclose on Developer's interest or otherwise take possession of Developer's interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Mortgagee a sufficient period of time as may be necessary for such Mortgagee, with the exercise of due diligence, to foreclose or acquire Developer's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Developer. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Mortgagee, such Mortgagee shall have no further duties or obligations hereunder.

(d) In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Developer, Owner shall give prompt notice to the Mortgagees. Owner shall, upon written request of the first priority Mortgagee, made within forty (40) days after notice to such Mortgagee, enter into a new easement agreement with such Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Developer, and shall be for a term equal to the remainder of the Term of this Agreement and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Mortgagee shall (i) pay Owner any amounts which are due Owner from Developer, (ii) pay Owner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Developer to the extent that Developer failed to perform the same prior to the execution and delivery of the new easement agreement.

7.3 **Limitation of Owner's Liability.** Owner shall have no obligations under this Section 7 unless and until Owner has actually received written notice of the interest of a Mortgagee and the address

to which notices required hereunder should be given to such Mortgagee. Any such address to be used by Owner for notice may be changed by a Mortgagee in accordance with the procedures specified in Section 10.4.

8. Defaults; Termination.

8.1 Defaults. Each of the following events shall constitute an event of default by a Party and, subject to Section 7.2 above, shall permit the non-defaulting Party to terminate this Agreement and/or pursue all other appropriate remedies available at law or equity:

(a) The failure or omission by either Party to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after written notice from the other Party;

(b) The failure or omission by either Party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days (or such longer reasonable period of time required to cure such failure or omission, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other Party; or

(c) A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

8.2 Termination by Developer. Developer may terminate this Agreement at any other time by giving Owner at least three (3) months' written notice and paying Owner a termination fee equal to the Minimum Rent applicable to a three (3) month time period, with no further liability to Developer.

8.3 Surrender of Property. Upon the expiration or earlier termination of this Agreement, Developer shall peaceably and quietly leave, surrender and return the Property to Owner and cause to be recorded a quitclaim deed or release of Developer's interest in the Property. Developer agrees and hereby covenants to dismantle and remove all equipment, improvements, fixtures and other property owned or installed by Developer or its affiliates on the Property and to restore the Property as set forth in Section 4.13 above within one hundred eighty (180) days from the date of termination. In addition to any other remedies available to Owner, should Developer fail so to remove such property and restore the Property within one hundred eighty (180) days from the expiration or earlier termination of this Agreement, at Owner's option and without notice any and all property remaining on the Property beyond such one hundred eighty (180) day removal period shall be deemed abandoned to Owner and Developer hereby agrees to relinquish any and all rights to any such property.

9. Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property wholly unsuitable for Developer's use, then this Agreement shall terminate upon such vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made to Owner, except that Developer shall be entitled to any award made for the reasonable removal and relocation costs of any removable property that Developer has the right to remove, and for the loss and damage to any such property that Developer elects or is required not to remove, and for the loss of use of the Property by Developer. It is agreed that Developer shall have the right to participate in any settlement proceedings and that Owner shall not enter into any binding settlement agreement without the prior written consent of Developer, which consent shall not be unreasonably withheld.

10. Miscellaneous.

10.1 Ownership of Installed Property. Owner agrees that all property installed on the Property by Developer and its successors or assigns, whether real, personal or mixed, shall remain the property of Developer and shall be removable by Developer at any time, subject to Section 8.3 above.

10.2 Force Majeure - Delays. If performance of any act required by this Agreement to be performed by either Party other than the payment of money is prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause not the fault of the Party required to perform the act, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

10.3 Assignment. Developer shall at all times have the right to sell, assign, encumber, transfer, or grant easements of any or all of its rights and interests under this Agreement without Owner's consent; provided, however, that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, transfer, or easement shall relieve Developer of its obligations under this Agreement unless Developer assigns its entire interest hereunder, in which event (i) Developer shall have no continuing liability hereunder and (ii) references to "Developer" in this Agreement shall be deemed to mean the assignee of such interest. The burdens of the Easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its heirs, successors, assigns, permittees, licensees, lessees, employees, and agents. The Easements and other rights of Developer hereunder shall inure to the benefit of Developer and its successors, assigns, permittees, licensees, lessees, employees and agents.

10.4 Notices. All notices or other communications required or permitted hereunder, including notices to Mortgagees, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to Owner at Owner's Address and addressed to Developer at Developer's Address.

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 10.4.

10.5 Further Assurances. Each of the Parties to this Agreement agrees to perform all such acts (including but not limited to, executing and delivering instruments and documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement. Owner expressly agrees that it will from time to time enter into reasonable nondisturbance agreements with any Mortgagee which requires such an agreement stating that Owner shall recognize the rights of the Mortgagee and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Agreement. Without limiting the generality of the foregoing, within ten (10) business days after actual receipt of a written request made from time to time by Developer, Owner shall: (a) enter into any reasonable amendment hereto (1) to correct an error in this Agreement, (2) to amend the legal description attached hereto (including by replacing said legal description with a revised description prepared or provided by Developer's surveyor or title company) but not to materially change or increase the amount of land encumbered hereby, or (3) to cause this Agreement to comply with Law; (b) execute and deliver to Developer any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; (c) enter into any reasonable consent and nondisturbance agreement with any Mortgagee, stating that Owner shall recognize the rights of the Mortgagee and not disturb its possession of the Property so long as it is not in default under this Agreement, and stating such other things as such Mortgagee may reasonably request; (d) join in any grants for rights of way and easements for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line) as Developer may deem necessary or desirable for its development and use of

the Property, provided that any instruments granting such rights-of-way or easements are acceptable to Owner in its reasonable discretion and that such rights-of-way or easements do not have a term that exceeds the term of the Easements granted pursuant to this Agreement unless otherwise approved by Owner in its sole discretion, (e) join with Developer in the signing of any protest, petition, appeal or pleading that Developer may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Developer may deem necessary or desirable for Developer's development and use of the Property as contemplated by this Agreement; and (f) if because of the nature of this Agreement Developer is unable to qualify for any tax credit or similar benefit associated with the wind energy conversion systems installed by Developer on the Property, amend this Agreement to assure that Developer will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Developer agrees to pay Owner's reasonable out of pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this Section 10.5. Without limiting the generality of the foregoing, Owner shall not oppose, in any way, whether directly or indirectly, any application by Developer for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

10.6 **Estoppel Certificates.** Each Party agrees that it shall, at any time during the Term of this Agreement within (10) days after a written request by the other Party, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates on which the payments and any other charges have been paid, and that there are no defaults existing or that defaults exist and stating the nature of such defaults.

10.7 **No Waiver. No Abandonment.** No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, (i) no act or failure to act on the part of Developer shall be deemed to constitute an abandonment, surrender or termination of any Easement, except upon recordation by Developer of a quitclaim deed or release specifically conveying such Easement back to Owner, (ii) nonuse of the Easements shall not prevent the future use of the entire scope thereof; and (iii) no use of or improvement to the Property, and no transfer under Section 10.3 or otherwise, shall, separately or in the aggregate, constitute an overburdening of the Easements or any thereof.

10.8 **Confidentiality.** Owner shall maintain in the strictest confidence (i) the terms of (including the amounts payable under) this Agreement, (ii) any information regarding Developer's operations and (iii) any other information that is proprietary or that Developer requests be held confidential, in each such case whether disclosed by Developer or discovered by Owner ("Confidential Information"). Excluded from the foregoing is any such information that is in the public domain by reason of prior publication through no act or omission of Owner. Owner shall not use Confidential Information for its own benefit or publish or otherwise disclose it to others; provided, however, that Owner may disclose Confidential Information to (a) Owner's personal advisors, (b) any prospective purchaser of the Property or (c) pursuant to lawful process, subpoena or court order; so long as in making such disclosure Owner advises the person receiving the Confidential Information of the confidentiality thereof and obtains the agreement of said person not to disclose such Confidential Information.

10.9 **Entire Agreement.** This Agreement, together with its attached exhibits, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superceded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

10.10 **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such State or any other state.

10.11 Interpretation. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, nor more strictly against, either Party.

10.12 Partial Invalidity. Should any term or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.13 Counterparts. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

10.14 Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

10.15 Recording of Agreement. The Parties shall cause the recordation of a duplicate original of this Agreement in the Official Records of the County in which the Property is located promptly after this Agreement has been properly executed and acknowledged by the Parties hereto.

[signatures on following page)

INWITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date set forth above.

"OWNER"

[Signature Page to Easement Agreement]

"DEVELOPER"

FOWLER WIND ENERGY, LLC, an Illinois
limited liability company

By: _____
Name: _____
Title: _____

Address:
Fowler Wind Energy, LLC, an
Illinois limited liability company
4709 15th Street A
Moline, Illinois 61265

[Signature Page to Easement Agreement]

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

State of Illinois)
County of _____)

On _____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

(Seal)

Exhibit A

DESCRIPTION OF PROPERTY

EASEMENT PAYMENT ADDENDUM TO WINDPARK EASEMENT AGREEMENT

This Easement Payment Addendum to Windpark Easement Agreement ("Addendum") is attached to and made a part of that certain Windpark Easement Agreement (the "Agreement") with an effective date of _____, 20__ by and between _____ ("Owner") and Fowler Wind Energy, LLC, an Illinois limited liability company ("Developer") and sets forth the monetary terms and agreements between Owner and Developer relating to the Agreement. Capitalized terms not defined in this Addendum shall have the meaning ascribed to them in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Owner and Developer hereby agree as follows:

1. Modification of Definitions and Basic Terms. The Agreement is hereby modified and amended to provide that the following terms shall, when used in the Agreement, have the meaning set forth below:

- | | | |
|-----|-----------------------------|--|
| (a) | "Evaluation Period Payment" | The greater of (i) _____ (\$____) per year, or (ii) _____ (\$____) per acre of property described in Exhibit A to the Agreement. |
| (b) | "Minimum Rent" | The sum of _____ (\$____) per year for each turbine on the Property producing wind energy in commercial quantities on January 1st of each year of the Term. |
| (c) | "Royalty Percentage" | _____ percent (____%) of Energy Revenues for years 1 through 15 of the Operating Period; _____ percent (____%) of Gross Proceeds for years 16 through the end of the Operating Period. |

2. Effect. As modified hereby, the Agreement is and shall remain in full force and effect.

3. Recording. This Addendum shall not be recorded unless otherwise mutually agreed to in writing by Owner and Developer.

4. Counterpart Execution. This Addendum may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, Owner and Developer have executed this Addendum as of the Effective Date first written above.

"OWNER"

[Signature Page to Payment Addendum]

"DEVELOPER"

FOWLER WIND ENERGY, LLC, an
Illinois limited liability company

By: _____
Name: _____
Title: _____

Address:
Fowler Wind Energy, LLC, an
Illinois limited liability company
4709 15th Street A
Moline, IL 61265

[Signature Page to Payment Addendum]

Arbitration of Disputes: Waiver of Jury Trial Rider

(a) Any controversy, claim or dispute between the Parties arising out of or related to this Agreement or the breach hereof, which cannot be settled amicably by the Parties, shall be submitted for arbitration in accordance with the provisions contained herein and in accordance with the Uniform Arbitration Act of 1975, C.R.S. Sections 13-22-201ff or similar legislation then in effect ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the Parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in the law of the state in which the Property is located ("Arbitration State"). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

(b) Any Party desiring arbitration shall serve on the other Party its notice of intent to arbitrate, accompanied by the name of the arbitrator selected by the Party serving such notice. A second arbitrator shall be chosen by the other Party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the Party upon whom the notice of intent to arbitrate is served fails to select an arbitrator and advise the other Party of its selection within fifteen (15) days after receipt of such notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected in accordance with the Rules. All arbitrators shall be experienced in arbitrating real estate and business disputes and shall be selected from the panel of arbitrators of an alternative dispute resolution organization, such as the Judicial Arbitrator Group, Inc., that is well-respected in the Colorado legal community.

The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. All arbitration proceedings shall be held in the Denver, Colorado, metropolitan area.

(c) By initialing below you are agreeing to have any dispute arising out of this Agreement decided by neutral arbitration as provided by the Arbitration State's law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing this Agreement you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in this "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the law of the Arbitration State.

IN WITNESS WHEREOF, Owner and Developer enter into this Agreement as of the Effective Date:

Owner: _____

Developer: _____