GRANT OF WINDPARK EASEMENT AND

EASEMENT AGREEMENT

THIS GRANT OF WINDPARK 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 Windtricity Development Corporation, a California corporation ("WDC").

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

1.1 "Owner" Leo A. Thomsen
Geraldine Thomsen

1.2 "Property" see Exhibit A

1.3 "Effective Date" 4-2-94

1.4 "First Evaluation Period" Commencing on the Effective Date and continuing for 6 months. OCT

1.5 "Second Evaluation Period" Commencing on the end of First Evaluation Period and continuing for 10 years.

1.6 "Third Evaluation Period" Commencing on the end of Second Evaluation Period and continuing for 2 years.

1.7 "Evaluation Fee" $500.00 due during First Evaluation Period $1,500.00 beginning of Second Evaluation Period, $1,000.00 each year beginning second year or until wind turbines are installed

1.8 "Minimum Rent" $750.00 per turbine per year

1.9 "Royalty Percentage" two percent (2 %) of Gross Operating Proceeds for years 1 thru 15
four percent (4 %) of Gross Operating Proceeds for years 16 to end of power contract

2.0 "Addenda" The following addenda are attached to this agreement and incorporated in the agreement:
Exhibit A
Exhibit C
Exhibit D

2.1 Address for Notices

(a) Owner: Leo A. Thomsen
R.R. 2 Box 199
Hendricks, Mn. 56136

602 [redacted] Vaught Haven Lane
Knoxville, Tn. 37922

Phone: 507-275-3053 (423) 966-2292

(b) WDC: WINDTRICITY DEVELOPMENT CORPORATION
505 W. Olive Ave. #430
Sunnyvale, CA 94086
Attn: Dennis Scullion
(408) 749-9861

2. **Grant of Easement.** Owner grants to WDC an exclusive easement in gross on, over and across the Property for wind resource evaluation, wind energy development, energy transmission and related uses, all as described in Section 3 below. Owner also hereby grants to WDC a non-exclusive easement in gross on, over and across any and all access routes to and from the Property for purposes of ingress and egress to and from the Property. These easements are easements in "gross" which means that they are interests personal to WDC and its assignees and are not tied to any particular use or ownership by WDC or its assignees of any adjacent or other land.

3. **Permitted Uses of the Property by WDC.** The exclusive easements described above shall permit WDC to conduct the following activities on the Property:

3.1 Wind Resource and Other Evaluations. WDC may erect, relocate, maintain and operate anemometers and other wind and weather monitoring equipment, steel towers, concrete slabs, fences and buildings to properly operate, house, protect and otherwise facilitate WDC's wind and weather monitoring activities. The exact location of this equipment and related facilities shall be determined by WDC in its sole discretion. WDC may also fly kites and balloons and conduct other meteorological studies and conduct soil and geologic studies at the Property.

3.2 Wind Energy Conversion Systems. WDC may erect, relocate, maintain and operate wind energy conversion systems of any type and in such quantity as WDC determines in its sole discretion. The exact location of such wind energy conversion systems shall be determined by WDC in its sole discretion. The term "wind energy conversion systems" includes all equipment and improvements necessary or useful for the conversion of wind energy into electricity, including large wind turbine generators, steel towers, foundations and concrete pads, footings, guy wires, anchors, fences and other fixtures and facilities; maintenance, security, office and/or guest facilities; staging areas for the assembly of equipment; required lines and substation facilities to transfer power from the generators to power transmission lines; energy storage devices; and other power production equipment. All wind energy conversion systems are and shall remain the property of WDC.

3.3 Transmission Lines. WDC may erect, maintain and operate such power transmission lines, poles, anchors, support structures, substations and interconnection facilities and associated roads for access and for installation and maintenance as WDC in its sole discretion deems to be necessary or appropriate to transmit power from or across the Property.

4. **Term.**

4.1 First Evaluation Period. WDC shall have the right during the First Evaluation Period to install anemometers on the property and obtain preliminary wind data without incurring any fees due the owner. The term of the First Evaluation Period is set forth paragraph 1.4.

4.2 Second Evaluation Period. WDC shall have the right during the Second Evaluation Period, to determine whether it wishes to develop the Property for wind energy production. If WDC does not commence wind energy production activity during the Second Evaluation Period by commencing construction of wind energy conversation systems or by obtaining a power purchase agreement from a purchaser of electricity with respect to the sale of electricity produced on the Property (a "Power Agreement"), and WDC has not elected by written notice to Owner to terminate this Agreement, the easements and rights granted by this Agreement shall continue during the Third Evaluation Period.

4.3 Third Evaluation Period. If WDC does not commence wind energy production activity during the Third Evaluation Period by commencing construction of wind energy conversion systems or by obtaining a Power Agreement, the easements and rights granted by this Agreement, except as set forth in Section 4.4 below, shall terminate. If WDC commences construction of wind energy conversion systems or obtains a Power Agreement, this Agreement and the easements and rights granted by this Agreement shall be perpetual.

4.4 Continuing Easements. If WDC elects to terminate the easements and rights set forth in Sections 3.1 and 3.2 above, WDC may still continue to have and enjoy the easements granted in Section 3.3 above upon the payment of the fair market value of such easements as WDC and Owner may reasonably determine.

5. **Payments to Owner.**

5.1 Evaluation Fee. WDC shall owe no fee due during First Evaluation Period. During the Second and Third Evaluation Periods WDC shall pay to owner an evaluation fee equal to the sums set forth in paragraph 1.7 of this agreement.

5.2 Minimum Rent. Commencing upon the completion of construction of the wind energy conversion systems, WDC shall make an annual minimum rent payment to Owner in the amount described in paragraph 1.8 of this agreement.

5.3 Royalty Payments. If during the Term of this Agreement, the Royalty Percentage of Gross Operating Proceeds (defined below) from turbines located on the Property during any quarter exceeds the Minimum Rent applicable to such quarter, WDC shall pay such excess to Owner as additional rent. These additional rent payments are due and payable by the forty-fifth (45th) day following the end of each quarter. Upon Owner's request, WDC shall provide Owner with all revenue statements from utility companies as is reasonably necessary to confirm the actual amount of Gross Operating Proceeds received by WDC during any year.

5.4 Definition of Gross Operating Proceeds. The term "Gross Operating Proceeds" shall mean all gross receipts from the sale of electricity generated by turbines located on the Property.

6. **Promises. Representations and Warranties by WDC.** WDC promises, represents and warrants to Owner as follows:

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

6.2 Mechanic's Liens. WDC shall keep the Property at all times free and clear of any mechanic's liens and other liens for labor, services, supplies, equipment or materials purchased by WDC.

6.3 Payment of Taxes and Other Charges. WDC shall pay all personal property taxes attributable to the turbines and other equipment on the Property. WDC shall also pay when due all charges for gas, water, electricity, telephone services and other utilities used by WDC on the Property.

6.4 Hazardous Substances. WDC 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 WDC'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 WDC in connection with its operations with respect to any of the foregoing, WDC shall immediately notify Owner and shall indemnify Owner from all costs associated with such claim or action.

7. **Promises by Owner.** Owner promises, represents and warrants to WDC as follows:

7.1 Title to Property. Owner owns the entire Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to WDC in a title report or other document delivered to WDC prior to the execution of this Agreement. Owner and each person signing the 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 interest in the Property (including spouses) are signing this Agreement.

7.2 No Interference. As long as WDC is not in default under this Agreement, WDC 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 may use the Property for agricultural purposes but will not otherwise use the Property for any use which interferes with or is incompatible with WDC's use of the Property or which in any way interferes with the wind flow across 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 WDC's operations. WDC shall have the right to remedy any such interference

by any appropriate means and the cost therefor shall be immediately reimbursed to WDC by Owner, with interest at a rate equal to the lesser of 5 points over the Prime Rate set forth in the "money rates" section of New York edition of the Wall Street Journal or the maximum rate permitted by law, and may be offset by WDC against amounts owed to Owner under this Agreement.

7.3 Hazardous Substances. Owner 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 WDC 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 WDC and shall indemnify WDC from all costs associated with such claim or action.

8. Indemnification and Insurance.

8.1 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.

8.2 Insurance. WDC 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. WDC agrees to supply Owner with such certificates and other evidence of this insurance as Owner may reasonably request.

9. Encumbrance of Easements; Required Notices to Lenders.

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

9.2 Covenants for Lenders' Benefit. Should WDC mortgage any of its interest as provided in Section 9.1 above, WDC and Owner expressly stipulate and agree between themselves and for the benefit of any 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 WDC 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 WDC's rights under this Agreement as if done by WDC itself.

(c) No default which requires the giving of notice to WDC 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 WDC, 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 WDC's interest or otherwise take possession of WDC'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 WDC'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 WDC.

(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 WDC, 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, 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 WDC, (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 WDC to the extent that WDC failed to perform the same prior to the execution and delivery of the new easement agreement.

10. 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 unsusceptible for WDC'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 WDC shall be entitled to any award made for the reasonable removal and relocation costs of any removable property that WDC has the right to remove, and for the loss and damage to any such property that WDC elects or is required not to remove, and for the loss of use of the Property by WDC. It is agreed that WDC shall have the right to participate in any settlement proceedings.

11. Termination.

11.1 Defaults. Each of the following events shall constitute an event of default by the parties and, subject to Section 9.2 above, shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

(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 period required to cure such failure or omission, not to exceed one-hundred eighty (180) days, 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 a 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.

11.2 Termination by WDC. WDC may terminate this Agreement by notice to Owner, without fee, upon the end of the First, Second or Third Evaluation Periods. WDC may also terminate this Agreement at any other time by giving Owner at least 90 days notice and paying Owner a termination fee equal to the Minimum Rent applicable to a three month time period.

11.3 Surrender of Property. On the termination of this Agreement, WDC shall peaceably and quietly leave, surrender and return the Property to Owner. WDC shall have one hundred eighty (180) days from the date of termination to remove any and all equipment, improvements, fixtures and other property owned or installed by WDC or its affiliates. Failure to remove any items shall be deemed to be an abandonment of such items to Owner.

12. Miscellaneous Provisions.

12.1 Force Majeure - Delays. Except as otherwise expressly provided in this Agreement, should the performance of any act required by this Agreement to be performed by either Owner or WDC be prevented or delayed by reason of any acts 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 time for performance

of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

12.2 Assignment. WDC shall at all times have the right to sell, assign, encumber, transfer, or grant easements to 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. No such sale, assignment, transfer, or easement shall relieve WDC of its obligations under this Agreement unless WDC assigns its entire interest hereunder, in which event WDC 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 in perpetuity and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessors, employees, and agents. The easements shall inure to the benefit of WDC and its successors, assigns, permittee, licensees, lessors, employees and agents.

12.3 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 Section 9.2 and 12.2 and reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by WDC of the rights granted hereunder to two or more entities. Owner expressly agrees that it will from time to time enter into reasonable non disturbance agreements with any Lender which requests such an agreement providing 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 of any of the provisions of this Agreement. Owner and WDC further agree that they shall, at any time and from time to time during the term of this Agreement within (10) days of 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 within ten (10) days after receipt of written notice request by WDC 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 WDC shall deem necessary or desirable for its development and use of the Property; and (b) join with WDC in requesting any and all zoning changes or other land use permits and/or approvals necessary for WDC's development and use of the Property as contemplated by this Agreement.

12.4 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 hereof. Notices personally delivered or sent by overnight courier, 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 12.4.

12.5 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 provisions of this Agreement.

12.6 Construction of Agreement.

12.6.1 Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the state in which the Property is located applicable to contracts made and to be performed with such State and without reference to the choice of law principles of the State of Minnesota or any other state.

12.6.2 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.

12.6.3 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.

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

12.7 Recordation. The parties specifically agree to record a Memorandum of Easement in the form attached hereto as Exhibit A and incorporated herein by this reference.

12.8 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.

12.9 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.

12.10 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 Agreement as set forth below.

"OWNER"

X _____

_____

"WDC"
"WINDTRICITY DEVELOPMENT CORPORATION",
a California corporation

By: _____
Name: DENNIS J. SCULLION
Title: PRESIDENT

ARBITRATION OF DISPUTES RIDER

TO GRANT OF WIND PARK EASEMENT AND EASEMENT AGREEMENT

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. 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.

COMMENCEMENT OF PROCEEDINGS. ANY PARTY DESIRING ARBITRATION SHALL SERVE ON THE OTHER PARTY AND THE CLOSEST OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH THE RULES, ITS NOTICE OF INTENT TO ARBITRATE ("NOTICE"), ACCOMPANIED BY THE NAME OF THE ARBITRATOR SELECTED BY THE PARTY SERVING THE 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 IS SERVED FAILS TO SELECT AN ARBITRATOR AND ADVISE THE OTHER PARTY OF ITS SELECTION WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE 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.

LOCATION. ALL ARBITRATION PROCEEDINGS SHALL BE HELD IN MINNEAPOLIS, MINNESOTA.

FILING DEADLINES. NOTICE OF THE DEMAND FOR ARBITRATION SHALL BE FILED IN WRITING WITH THE OTHER PARTY TO THIS AGREEMENT AND WITH THE AMERICAN ARBITRATION ASSOCIATION. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION HAS ARISEN, AND IN NO EVENT SHALL IT BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM, DISPUTE OR OTHER MATTER IN QUESTION WOULD BE BARRED BY THE APPLICABLE STATUTES OF LIMITATIONS.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY MINNESOTA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "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 MINNESOTA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

INITIALS: WDC _____ OWNER _____

Exhibit A
Legal Description of Property

The East Half of the Northwest Quarter and the Northeast Quarter all in Section 10, Township 110 North, Range 46 West of the 5th P.M.

Exhibit C

This exhibit is agreed to and hereby made a part of the easement agreement. The following events described below outline payments made to the landowner as a result of WDC's activities on the farm:

WDC will pay for any crop or land damage caused by WDC or its contractors during the construction phase of the wind project. WDC shall not be responsible for compensating owner for lost crops arising from the loss of acreage associated with the on-going presence of the wind energy conversion systems.

WDC will at the end of this agreement remove all equipment to at least three (3) feet below ground and return the area to its original condition.

WDC will reimburse landowner for any penalties incurred by owner as a result of the early release of lands from the CRP program caused by windturbine construction on said lands.