

WIND FARM COOPERATION AGREEMENT

Bent Tree Wind Farm

Freeborn County, Minnesota

This Wind Farm Cooperation Agreement ("Agreement"), is entered into this [redacted] day of [redacted] 2008 ("Effective Date"), by and between [redacted], [redacted] an individual, [redacted] husband and wife, [redacted] family trust, [redacted] partnership, [redacted] limited liability corporation, [redacted] other [redacted] ("Developer"), a Missouri Limited Liability Company.

RECITALS

A. Developer is interested in developing a state of the art wind farm (the "Wind Farm") in the State of Minnesota to generate clean electrical power for delivery to the utility-grid under a wholesale contract with a power purchaser.

B. The Wind Farm will consist of wind turbine generators, pad mounted transformers, one or more electrical substations, service roads, wind monitoring equipment, below and above-ground electrical transmission and communications lines, and all other facilities required for operation of the Wind Farm ("Windpower Facilities"). The size of the Wind Farm will be determined based on the capacity of the available transmission, the topography in the area and negotiations with the power purchaser. Developer expects that its nameplate capacity will exceed twenty megawatts.

C. Developer intends to undertake due diligence investigations of the suitability of prospective properties, including Owner's property, described herein (the "Property") for inclusion in the Wind Farm. Due diligence activities will likely include a wind assessment, environmental and technical reviews, design engineering, review of title assessment of local zoning and other permitting requirements, and meetings with local and county officials.

D. Owner is willing to cooperate with development of the Wind Farm and will work with Developer in good faith negotiations towards a mutually acceptable long-term lease agreement (the "Lease").

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree to the following terms:

The parties agree as follows:

1. Cooperation in Development Activities. Owner agrees to cooperate with Developer in its development activities of the Wind Farm in the following ways:

3. Payments to Owner. In consideration for entering into this Wind Farm Cooperation Agreement, Developer shall pay Fee Recipients the amount of five hundred and 00/100 dollars (\$500.00). If Developer chooses to extend the term of the agreement for an additional Twelve (12) months, Developer shall pay Fee Recipients an additional two hundred and fifty and 00/100 dollars (\$250.00). Owner agrees that payment of such amounts to Fee Recipients is adequate compensation and consideration for entering into this Agreement.

2. Term of this Agreement. This Agreement will be effective as of the date of execution by the parties and shall remain in effect for a period of Twenty-four (24) months. Developer, at its sole option, may extend the term for one additional period of twelve (12) months, if necessary to complete due-diligence activity. In no event shall this Agreement remain in effect for longer than the period of three (3) years. This Agreement shall terminate in the event the Owner and Developer enter into a Lease for the Property or any portion thereof.

g. During the term of this Agreement the Owner agrees to keep confidential the existence, terms and provisions of this Agreement.

f. In no event shall Owner enter into negotiations or any agreement of any kind with any other Wind Farm developer during the term of this Agreement.

e. Developer agrees to indemnify Owner against liability for injuries and claims for direct damage to the extent caused by Developer's equipment or activities. Developer shall further maintain liability insurance insuring against any claims of damage or injury caused by Developer's meteorological tower or other equipment;

d. Developer agrees to compensate Owner for any crop loss or destruction at fair market value resulting from any of Developer's activities on the Property;

c. Owner agrees to cooperate with Developer in any zoning or other permitting proceedings that may be required to install wind monitoring equipment on the subject Property or to otherwise rezone the subject Property to accommodate Windpower Facilities; however, all costs, and expenses that may be incurred or assessed directly or indirectly with respect to such matters shall be borne solely by Developer.

b. Owner agrees to allow Developer, its employees, agents, contractors or subcontractors the right to enter the Property for the purpose of undertaking surveying, soil testing, environmental assessments, the installation, inspection, maintenance and removal of wind monitoring equipment and other related activities necessary for the development of a Wind Farm;

a. Owner agrees to allow Developer to include its land in any proposal submitted to a third party to develop a Wind Farm on the subject Property and sell electricity to a prospective power purchaser;

4. **Notices.** All notices hereunder shall be in writing and shall be considered given either when delivered in person, or one business day after deposit with a reputable overnight delivery service or three business days after mailing, if sent by certified or registered mail, to the address given below:

If to Owner:

[Redacted]

Ph:

Cell:

Email:

If to Developer:

Wind Capital Group, LLC
 1010 Market Street, Suite 590
 St. Louis, MO 63101

Either party may, by notice given at any time or from time to time change its addresses for subsequent notices. Notices given before actual receipt of notice of change shall not be invalidated by the change.

5. **Successors and Assigns.** This Agreement shall run with the land, and may be assigned subject to the same terms and conditions. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.

6. **Further Assurances.** Each party agrees to cooperate with the other party and to execute any additional documents reasonably necessary or proper to carry out the provisions and spirit of this agreement.

7. **Description of the Property:** All land owned in Freeborn County, Manchester Township, Section(s) 14.

By: WIND CAPITAL GROUP, LLC
 Thomas Carnahan
 President

By: [Redacted]
 Name: [Redacted]
 Title: _____