OFFICE OF COUNTY RECORDER
FREEBORN COUNTY MINNESOTA

I hereby certify that the within instrument was filed in this office for record this 2 day of June, 2009 at 11:45 o'clock A M, and was duly recorded as Document No. 482603
Kelly Callahan, County Recorder

By: Kelly Callahan
185 B

Drafted By and Upon
Recording, Return to:
Fredrikson & Byron, P.A.
200 S. Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

STATE OF MINNESOTA)
)
COUNTY OF FREEBORN)

MEMORANDUM OF WIND EASEMENT

THIS MEMORANDUM OF WIND EASEMENT ("Memorandum of Easement") is entered into this 22nd day of October, 2009 for the purpose of evidencing in the official public records by recording in the Office of the County Recorder, Freeborn County, Minnesota, that certain Easement Agreement described below by and between **Dale M. Brekke and Kathy Brekke, husband and wife, and Larry S. Brekke, a single person, and Stephanie Welles, f/k/a Stephanie A. Brekke and Eric Welles, wife and husband, and Alpha T. Brekke, a single person** ("Grantor") and Bent Tree Wind, LLC, a Minnesota Limited Liability Company ("Grantee").

A. Grantor and Grantee have entered into a certain Wind Easement (the "Easement Agreement") dated October 22, 2008 (the "Effective Date"), whereby Grantor has agreed to grant Grantee certain rights, including access easement rights, a wind easement, and certain other rights across certain premises in the County of Freeborn, State of Minnesota, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. The parties wish to give notice of the existence of such Easement Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor and Grantee have entered into the Easement Agreement which grants and creates access and wind easements and certain other rights for wind energy purposes. Pursuant to the Easement Agreement, Grantee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Easement Agreement. "Wind energy purposes" means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The beginning term of the Easement Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 22nd day of October, 2013 (the "Development Period"). The Easement Agreement shall automatically be extended for an initial term of twenty five (25) years (the "Initial Term") from the Initial Term Start Date, as hereinafter defined, upon the earlier of (i) the date one or more wind turbines installed on the Premises generates electricity, or (ii) the date Grantee pays Grantor the first Annual Acreage Payment, as defined in the Easement Agreement (the date of occurrence of either of the actions in subclauses (i) and (ii) being the "Initial Term Start Date"). In addition, Grantee has a right to extend the Initial Term for two (2) additional periods of ten (10) year each upon written notice to Grantor (the "Extended Term").

3. Grantor shall have no ownership and other interest in any wind facilities installed on the Premises by Grantee and Grantee may move, remove, replace, repair or refurbish any or all wind facilities at any time.

4. The Easement Agreement and the easement and rights granted Grantee therein shall burden the Premises and shall run with the land and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, grantees, employees and agents. The Easement Agreement shall inure to the benefit of and be binding upon Grantee and, to the extent provided in any assignment or other transfer under the Easement Agreement, any assignee of Grantee, and their respective heirs, transferees, successors, permittees, licensees and assigns, and all persons claiming under them.

5. This Memorandum of Easement has been executed and delivered by the parties for the purpose of recording and giving notice of the easement rights in accordance with the terms, covenants and conditions of the Easement Agreement.

6. The terms and conditions of the Easement Agreement are incorporated by reference to this Memorandum of Easement as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Easement Agreement and this Memorandum of Easement, the Easement Agreement shall control.

7. Notices, consents or other documents required or permitted by the Easement Agreement must be given by personal delivery, facsimile or certified mail and shall be sent to the respective parties as follows:

To Grantor: Dale Brekke
425 St. Thomas Ave.
Albert Lea, MN 56007

To Grantee: Bent Tree Wind, LLC
Attention: Thomas Carnahan
1010 Market Street, Suite 590
St. Louis, MO 63101

[Signature Page Follows]

482603

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Wind Easement Agreement for the Premises this 22nd day of October, 2008.

Grantor

Dale M Brekke
Dale Brekke

Kathy Brekke
Kathy Brekke

Larry Brekke

Stephanie Welles

Eric Welles

Alpha Brekke

Grantee
Bent Tree Wind, LLC

Thomas S. Carnahan

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 13th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Thomas S. Carnahan, sole Member/Manager of Bent Tree Wind, LLC,** a Minnesota Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of Bent Tree Wind, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Kimberly J Lewis
Notary Public

My Commission Expires: May 22, 2011

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KIMBERLY J. LEWIS
My Commission Expires
May 22, 2011
Jefferson County
Commission #07052077

482603

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Dale and Kathy Brekke,** a(n) __ single individual; X husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Larry Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 7th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Stephanie and Eric Wells,** a(n) __ single individual; X husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Rodel Pedines 11/7/08
Notary Public

My Commission Expires: 12/26/2011

"OFFICIAL SEAL"
RODEL PEDINES
Notary Public, State of Illinois
My Commission Expires 12/26/2011

482603

STATE OF MINNESOTA)
) SS. by Larry Brekke POA.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Alpha Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

482603

EXHIBIT A

PREMISES

The West Half of the Northeast Quarter of Section 17, Township 103 North, Range 22 West of the 5^{th} P.M., Freeborn County, Minnesota.

185.3

WIND EASEMENT

This Wind Easement ("Easement") is made effective as of the 22nd day of October 2008 (the "Effective Date"), by and among **Alpha T. Brekke, for and during the term of her natural life with remainder therein to Dale Brekke, Stephanie Wells and Larry Brekke**, a(n) __ single individual; ___ husband and wife; ___ limited liability company; ___ corporation; (hereinafter "Grantor") and Bent Tree Wind, LLC, a Minnesota limited liability company and its assigns (hereinafter "Grantee"). In consideration of the following covenants and terms, Grantor and Grantee mutually agree as follows:

ARTICLE 1
PREMISES

Section 1.1 Grant of Wind Facilities Easement

(a) Grantor grants and conveys to Grantee an easement for the real property legally described in Exhibit A attached hereto (the "Premises") for the purpose of studying the feasibility, constructing, installing, owning, operating, maintaining, repairing, replacing, re-powering or removing one or more wind energy generation turbine(s), supporting structures, foundations and pads, footings, electrical transformers, fixtures, wind measurement equipment including meteorological towers, electric distribution and transmission lines, cables, power poles, access roads, and related facilities and equipment ("Wind Facilities") or meeting state law setback requirements, on the Premises to the extent set forth in this Easement. The definition of Wind Facilities hereby specifically excludes any substation(s) or operations and maintenance building(s).

(b) Grantee shall use the Premises only for the construction, installation, maintenance, repairing, replacement, re-powering, operation and removal of the Wind Facilities. Any improvements, fixtures or other structures, other than the Wind Facilities, shall not be installed without the express written consent of Grantor, which shall not be unreasonably withheld. Grantee shall also be entitled to unrestricted ingress and egress to and from its Wind Facilities and appurtenant equipment and electrical power lines over the Premises and such additional areas of the Premises as shall be reasonably necessary to access all Wind Facilities.

(c) Grantee reserves the right to relocate its Wind Facilities upon the Premises during the Term of this Easement. Grantor shall retain the right to use that portion of the Premises not occupied by Wind Facilities to the extent its use is consistent with Sections 1.2 and 5.2, for farming, grazing, or conservation.

(d) Grantee shall also be entitled to ingress to and egress to and from the Wind Facilities and over and across the Premises to and from publicly maintained roads. Grantor hereby grants Grantee an exclusive easement, for the Term of this Easement, permitting Grantee to construct, install, maintain, operate, repair, replace, re-power and remove the Wind Facilities.

(e) Upon the request of Grantor, at any time after the installation of the Wind Facilities, Grantee will provide Grantor with an Exhibit A-1 to the Easement, identifying with particularity the actual area occupied by the Wind Facilities and/or necessary for access to or maintenance of the Wind Facilities (the "As-Built Area"), and the easements set forth in Section 1.1 shall thereafter be confined and restricted to the As-Built Area. Notwithstanding the foregoing, the Wind Easement set forth in Section 1.2 of the Agreement shall not be confined or restricted to the As-Built Area, and will remain in effect against the entire Premises.

Section 1.2 Wind Easement

Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Wind Facilities are or may be located at any time from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Trees, structures and improvements located on the Premises as of the date of this Easement shall be allowed to remain and Grantee may not require their removal. After the installation of the Wind Facilities, Grantor may plant trees and construct on the Premises buildings, structures, or the like (an "Improvement"), provided that such Improvement meets all of the following requirements:

(a) Such Improvement poses no interference with any other part of the Wind Facilities located on the Premises or elsewhere in the Project (as hereinafter defined);

(b) Such Improvement is not affiliated with another wind energy developer or utility company (including, but not limited to a transmission line, wind turbine, support structure or substation);

(c) No such Improvement is located within five hundred (500) feet from the location of any Site (whether such Site is located on the Premises or elsewhere in the Project); and

(d) Such Improvement is less than 50 feet in height if it is located between five hundred (500) and one thousand four hundred (1,400) feet from any Site; and

(e) Outside of one thousand four hundred (1,400) feet, no height restriction shall apply, except to the extent that it can be shown to impede or interfere with the free flow of wind to any turbine.

(an Improvement that complies with all of the foregoing restrictions shall be referred to as a "**Permitted Improvement**"). Grantor may construct such Permitted Improvements without the prior consent of Grantee. However, should Grantor construct an Improvement that is determined by Grantee in its reasonable discretion to violate or not be in compliance with any of the restrictions of this Section, Grantee may provide notice to Grantor that said Improvement needs to be removed within thirty (30) days of Grantor's receipt of Grantee's notice. Should Grantor fail to remove the non-complying Improvement within such thirty (30) day period, Grantee may cause the same to be removed and may off-set the cost of the removal against any payments due hereunder to Grantor. The provisions of this Section 1.2 shall survive for the full Term of this Agreement including any and all Extended Terms.

ARTICLE II
EASEMENT TERM AND TERMINATION

Section 2.1 Easement Term

(a) Grantee's rights under this Easement shall continue initially throughout the Development Period (as defined in Section 3.1). If Grantee or any assignee either (i) installs one or more wind turbines on the Premises, and any such wind turbine generates electricity during the Development Period, or (ii) pays Grantor the first Annual Acreage Payment prior to the expiration of the Development Period (the date of the occurrence of either of the actions in subclauses (i) and (ii) being the "Initial Term Start Date"), then this Easement shall automatically be extended for twenty-five (25) years from the Initial Term Start Date of the Easement (the "Initial Term"), unless terminated earlier or extended in accordance with its terms. The Initial Term may be extended, if at all, by the Grantee at its sole option for two additional ten (10) year periods (the "Extended Term") concurrently, for the first Extended Term, with the expiration of the Initial Term or, for the second Extended Term, with the expiration of the first Extended Term. If Grantee decides to exercise its option to extend the then-current Term and enter into an Extended Term, it shall deliver written notice to Grantor no later than four (4) months prior to the expiration of the then-current Term. The Extended Term(s) shall be on all of the same terms and conditions as provided in this Easement. The Initial Term plus any additional Extended Terms shall be referred to herein as the Term of this Easement.

(b) If, at any time during the Term of this Easement, including any and all Extended Terms, Grantee deems it to be necessary or desirable to meet legal or regulatory requirements, Grantee may request that Grantor re-execute a new easement substantially in the form of this Easement with a term equal to the Term of this Easement and Grantor shall execute and enter into the new easement with Grantee or its designee.

(c) In accordance with IRS Tax law, Grantee is required to have a completed IRS W-9 Form on file for each easement recorded. See Exhibit C attached hereto to be completed by Grantor.

Section 2.2 Termination of Easement

Grantee shall have the right to terminate this Easement as to all or any part of the Premises, at any time and from time to time, upon thirty (30) day's prior written notice to Grantor.

The occurrence of any of the following events shall also terminate this Easement:

(a) The expiration of the Term of this Easement as set forth in Section 2.1; or

(b) The written agreement of both parties to terminate this Easement; or

(c) An uncured material breach of this Easement by either party and the election of the non-breaching party to terminate the Easement pursuant to Article IX.

Section 2.3 Survival of Covenants

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Grantee pursuant to this Easement and Grantee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a phase of a larger wind energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the project (such phase will constitute the "Project" for the purposes of this Easement) and that the covenants, conditions, rights and restrictions in favor of Grantee pursuant to this Easement shall not be deemed nominal, invalid, inoperative, abandoned, or otherwise be disregarded while any phase of the Project is operational.

ARTICLE III
PAYMENT AND TAXES

Section 3.1 Payment

During the term of this Easement, Grantee shall make payments to the Grantor as described herein.

(a) Development Period Payments: During the Development Period commencing on the Effective Date and expiring no later than five (5) years thereafter ("Development Period"), Grantee shall make Development Period Payments to Grantor to keep the Easement in effect. Grantee shall pay to Grantor an annual payment ("Development Period Payment") equal to Five Hundred and 00/100 ($500.00) Dollars. Grantee's obligation to make Development Period Payments shall commence one year after the Effective Date of this Easement. Development Period Payments will automatically discontinue on the earlier of (i) the Operations Date as defined below, (ii) the date the Grantee delivers the first Annual Acreage Payment to Grantor, or (iii) any termination of this Easement. All Development Period Payments shall be prorated for any partial year.

(b) Turbine Payment: If and when a wind turbine is installed on the Premises and the Project in which such wind turbine is installed generates electricity in commercial quantities (excluding test energy) ("Operations Date"), and for so long as each wind turbine so installed remains on the Premises until its physical removal therefrom, Grantee shall pay to Grantor an annual payment ("Turbine Payment") of Three Thousand Six Hundred and 00/100 ($3,600.00) Dollars per megawatt ("MW") of turbine nameplate capacity located on the Premises for the first year following the Operations Date; on each successive year the annual Turbine Payment will increase at the rate of two and one-half percent (2.5%) per year compounded annually. Grantee's obligation to make Turbine Payments shall commence upon the Operations Date. All Turbine Payment obligations shall be prorated for any partial year.

(c) Signing Bonus: Grantee shall pay Grantor a signing bonus of One Thousand and 00/100 Dollars ($1,000.00) within forty-five (45) days of the Effective Date.

(d) Annual Acreage Payment: In the event that Grantee does not install one or more wind turbines on the Premises, then starting on the date of commencement of the generation of wind energy in commercial quantities (excluding test energy) from the Project; Grantee shall pay to Grantor an Annual Acreage Payment in an amount equal to Twenty Five Dollars ($25.00) per acre for the first year. On each successive year, the Annual Acreage Payment will increase at a rate of two and one-half percent (2.5%) per year compounded annually, until such time, if any, as Grantee has installed one or more wind turbines on the Premises, at which time Turbine Payments shall be payable pursuant to Section 3.1 (b). The Premises may be modified by the Grantee at its sole discretion in accordance with Section 2.2 Annual Acreage Payments shall be paid annually within thirty (30) days after the end of each calendar year of the Initial Term and the Renewal Term. Annual Acreage Payments for partial years shall be prorated and shall be made in accordance with Section 2.1, subject to Section 2.2 of this Easement.

Section 3.2 Taxes, Assessments and Utilities

(a) Grantor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Grantor and located on the Premises. Subject to Section 3.2(c), if Grantor shall fail to pay any such taxes or assessments when due, Grantee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Payment otherwise due to Grantor from Grantee. In the event such taxes and assessments are greater than any Payment due, in addition to deducting the payment from any Payment due, Grantee may pursue legal options for the differences.

(b) Grantee shall pay all personal property taxes and assessments levied against the Wind Facilities when due including any production tax imposed on the electricity produced by the Wind Facilities. Grantee shall provide proof of such payment upon request of Grantor.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Easement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or posted bond to pay the obligation in the event of an adverse determination. Both parties shall cooperate in pursuit of any such appeal.

(d) Grantee shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Grantee on the Premises.

ARTICLE IV
GRANTEE'S COVENANT

Grantee covenants, represents and warrants to Grantor as follows:

Section 4.1 Liens

Grantee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Grantee or any Wind Facility on the Premises in connection with Grantee's use of the Premises. Grantee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Grantee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Grantee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Grantee's activities pursuant to this Easement and shall obtain all permits, licenses and orders required to conduct any and all such activities.

Section 4.3 Grantee's Improvements

All Wind Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Easement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Wind Facilities on the Premises. Throughout the Term Grantee shall, at its sole cost and expense, maintain Grantee's Wind Facilities in good condition and repair, ordinary wear and tear excepted. All Wind Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Easement may be moved, replaced, repaired or refurbished by Grantee at any time. At the end of the Term of this Easement, including any termination of the Easement, Grantee shall remove its Wind

Facilities within twelve (12) months from the date the Term expires or the Easement terminates, with foundations being removed to a depth of 48 inches; however, collector system or other buried facilities will remain buried at minimum depths of 48 inches. If Grantee fails to remove any of the Wind Facilities within the required time period, such Wind Facilities shall be considered abandoned by Grantee and Grantor may remove these Wind Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Grantee. In the event Grantee fails to remove any of the Wind Facilities as required, and Grantor removes such Wind Facilities at Grantor's expense, Grantee shall reimburse Grantor for all reasonable costs of removing those Wind Facilities as required by the Easement, less any salvage value received by Grantor, within thirty (30) days after receipt of an invoice from Grantor.

Section 4.4 Hazardous Materials

Grantee shall, and shall cause its subcontractors to, comply with all Hazardous Material Laws in connection with Grantee's operations on the Premises.

(a) "Hazardous Materials" means and includes asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste under any Hazardous Material law. "Hazardous Material Laws" collectively means and includes any local, state or federal law, statute, ordinance, rule, regulation or order relating to public health, safety or the environment.

(b) Grantee shall only use Hazardous Materials on the Premises or cause or permit to exist or be stored on the Premises as a result of Grantee's operations in such quantities as may be required in its normal business operations, used per manufacturer's instructions, and used only for its intended use. Grantee agrees to properly store, transport and dispose of all Hazardous Materials introduced, used, produced or generated in the course of Grantee's construction, operation and maintenance of equipment located on Grantor's Premises. In addition, no disposal of any Hazardous Material shall take place on the Premises

(c) In the event that the Grantee or any of its subcontractors causes any spills or releases of any Hazardous Materials into the environment which require reporting and remediation under Hazardous Material Laws, the Grantee shall be responsible for ensuring timely and adequate compliance with reporting to regulatory agencies and accomplishing remediation requirements.

ARTICLE V
GRANTOR COVENANTS

Grantor covenants, represents and warrants to Grantee as follows:

Section 5.1 Title and Authority

Grantor is the sole owner of the Premises and in fee simple and each person or entity signing the Easement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Easement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Easement as Grantor. When signed by Grantor, this Easement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. There are no encumbrances or liens against the Premises, except as disclosed on Exhibit E, attached hereto and incorporated by reference. Upon request, Grantor shall provide to the Grantee title evidence supporting the representations, warranties and covenants of this Section 5.1.

Section 5.2 Quiet Enjoyment

As long as Grantee is not in default under this Easement, Grantee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Easement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Easement, Grantor shall not interfere with any of Grantee's activities pursuant to this Easement, and Grantor shall not interfere or allow interference with the wind speed or wind direction over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Wind Facilities.

Section 5.3 Hazardous Materials

Grantor shall, and shall cause its subcontractors and tenants to, comply with all Hazardous Material Laws in connection with Grantor's operations on the Premises. "Hazardous Materials" and "Hazardous Material Laws" have the same definitions as provided in Section 4.4.

(a) Grantor shall only use Hazardous Materials on the Premises or cause or permit to exist or be stored on the Premises as a result of Grantor's operations in such quantities as may be required in its normal business operations, used per manufacturer's instructions, and used only for its intended use. Grantor agrees to properly store, transport and dispose of all Hazardous Materials introduced, used, produced or generated in the course of Grantor's work on the Premises. In addition, no disposal of any Hazardous Material shall take place on the Premises.

(b) In the event that the Grantor or any of its subcontractors or tenants causes any spills or releases of any Hazardous Materials into the environment which require reporting and remediation under Hazardous Material Laws, the Grantor shall be responsible for ensuring timely and adequate compliance with reporting to regulatory agencies and accomplishing remediation requirements.

(c) Grantor hereby represents, warrants and covenants as of the date of this Agreement and further warrants at the time of each Turbine Payment, as follows for Hazardous Materials: to the best of the Grantor's knowledge and belief, (i) there are no abandoned wells, unauthorized solid waste disposal sites, or improper storage of Hazardous Materials located on, under or adjacent to the Premises (ii) the Premises do not contain levels of petroleum or Hazardous Materials which require remediation or monitoring, and (iii) the Premises are not subject to any judicial or administrative action, investigation or order under any applicable Hazardous Material Laws and (iv) the Premises do not and have never contained any underground or above ground storage tanks, except for those described on Exhibit G attached hereto ("Hazardous Materials Statement") to be completed by Grantor. Grantor, its subcontractors or tenants have done nothing to contaminate the Premises with Hazardous Materials. The Grantor is and shall be responsible for the remediation and removal of any contaminated soil which results from its normal business operations.

Section 5.4 Cooperation

Grantor represents that Grantor has disclosed, and during the Term shall disclose, fully to Grantee any leases, grants or other rights made by Grantor to any other party in connection with the Premises. Grantor shall cooperate with Grantee in good faith to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, easement or other exception to Grantor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Grantee under this Easement. Therefore, a non-disturbance and subordination agreement substantially in the form of Exhibit F, will be forwarded to any entity with a lien, encumbrance, mortgage, easement or other exception to Grantor's title. All preparation and necessary recording of such agreements will be conducted by Grantee. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Wind Facilities. Grantor shall also provide Grantee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Grantee or any of its lenders. As such, Exhibit D attached hereto, the Estoppel Certificate is required to be completed by any party physically residing on the Premises or any other party with a claim or relation to the Premises. In consideration of the mutual benefits arising under this Easement, Grantor, to the extent permitted by law, hereby waives any and all statutory liens and other lien rights now or hereafter existing in any property of Grantee on the Premises.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagors and agents (collectively the "Indemnified Party") against losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Easement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Grantee's obligations regarding crop damage are specified in Section 6.2 below and are not covered under this indemnification. This indemnification shall survive the termination of this Easement.

In no event shall either party be liable for indirect, incidental, or consequential damages (other than death or bodily injury), including but not limited to loss of profits or revenue or down time costs.

Section 6.2 Crop Damage

The parties anticipate and acknowledge that Grantor may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Grantee's construction, installation, maintenance and removal of Wind Facilities on the Premises. After completion of construction activities, and each time Grantee exercises its rights to re-enter the Premises, Grantee shall de-compact the soils (in tillable areas) using deep ripping and other methods. In addition to such de-compaction, Grantee shall pay Grantor fair compensation for any such losses, compaction, or damage, and, if the parties cannot reach agreement as to amount which would constitute fair compensation, the issue shall be submitted to arbitration before the American Arbitration Association or any arbitrator mutually agreed to by the parties.

Section 6.3 Grantee Insurance

Grantee shall obtain and maintain in force commercial general liability insurance with limits not less than of Two Million Dollars ($2,000,000) each claim and in the aggregate. Grantee shall have the right to self insure this coverage to the limits required.

ARTICLE VII
ASSIGNMENT

Section 7.1 Assignment

Grantee may assign, sublease, transfer or convey its interest in this Easement without Grantor's consent provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Easement and (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Grantee.

Section 7.2 Continuing Nature of Obligations

(a) The easement and other rights granted by Grantor in this Easement to Grantee are an irrevocable, assignable, commercial easement in gross for the benefit of Grantee, its successors and assigns, as owner of the rights created by the Easement and are independent of any lands or estates or interest in lands, there is no other real property benefiting from the rights granted in this Easement and, as between the Premises and other tracts of property on which Grantee may locate Wind Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of this Easement and all other rights granted to Grantee in this Easement shall run with and against the Premises and shall be a charge and burden on the Premises and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, grantees, employees and agents. This Easement shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and grantees.

ARTICLE VIII
CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would in the reasonable judgment of Grantee prevent or adversely affect Grantee's construction, installation or operation of Wind Facilities on the Premises, the parties shall either amend this Easement to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Easement to Grantee, together with any corresponding payments, or, at Grantee's option, this Easement shall terminate, in which event neither party shall have any further obligation to the other party.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantor, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Wind Facilities or the loss of any such Wind Facilities or the use of the Premises pursuant to the Easement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Grantor nor Grantee shall be liable to each other, or be permitted to terminate this Easement, for any failure to perform an obligation of this Easement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

ARTICLE IX
DEFAULT/TERMINATION

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the nondefaulting party to terminate this Easement or pursue other remedies available at law or equity:

(i) any failure by Grantee to pay Development Period Payment, Annual Acreage Payment, Signing Bonus or Turbine Payments if the failure to pay continues for thirty (30) days after written notice from Grantor;

(ii) any other material breach of this Easement by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

Section 9.2 Surrender

For the period between the date of termination or expiration and the date upon which Grantee completes removal of the Wind Facilities as required under Section 4.3 of this Easement, Grantee shall pay Grantor an amount equal to the Development Period Payment (as referenced in Section 3.1(a)) on an annual basis, prorated as applicable.

Section 9.3 Specific Performance

Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee to exercise any of the rights and privileges granted herein, Grantee shall have the right to seek specific enforcement of this Easement. In that event, Grantor agrees that Grantee has no adequate remedy at law.

ARTICLE X
MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Easement must be given by personal delivery, facsimile or certified mail and shall be sent to the respective parties as follows:

To Grantor: Dale Brekke
425 St. Thomas Ave.
Albert Lea, MN 56007

To Grantee: Bent Tree Wind, LLC
Attention: Thomas Carnahan
1010 Market Street, Suite 590
St. Louis, MO 63101

Section 10.2 No Third Party Beneficiaries

No provision of this Easement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Easement, or of any one or more of the terms of this Easement, or otherwise give rise to any cause of action in any person not a party to this Easement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Easement and the attached Exhibits A through G constitute the entire agreement between Grantor and Grantee and supersede any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Easement. This Easement may not be amended except in a writing executed by both parties.

Section 10.4 Governing Law

This Easement is made in Minnesota and shall be governed by the laws of the State of Minnesota.

Section 10.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Easement and to fulfill the obligations of the respective parties. Further, Grantor shall provide Grantee with information regarding Grantor's land use patterns for use in the design and construction of the Wind Facilities. The location and dimensions of any access roads shall be made by Grantee in its sole discretion, except that: Grantee agrees to use commercially reasonable efforts to: i) minimize the interruption of Grantor's operations on the Property by such access roads, and (ii) install such access roads perpendicular to public roads or parallel to crop rows, existing fence lines, waterways or other natural contours.

Section 10.6 Waiver

Neither party shall be deemed to have waived any provision of this Easement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Easement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Easement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Grantor and Grantee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Grantor and Grantee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 10.8 Confidentiality

The parties acknowledge that during the course of the performance of their respective obligations under this Easement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked or identified as confidential at the time of disclosure shall be treated as confidential by the receiving party and shall not be disclosed to any other person without the prior written consent of the disclosing party. Notwithstanding the foregoing, Grantor may disclose such information to Grantor's lenders, attorneys accountants and other personal financial advisors solely for the use in connection with their representation of Grantor regarding this Easement; any prospective purchase of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Grantor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure.

Section 10.9 Recording of Easement

Grantee shall be entitled to record a Memorandum of Easement to document its interest in the Premises in a form substantially similar to that found in Exhibit B attached hereto.

The complete Easement Agreement may not be recorded without the prior written consent of both parties.

Section 10.10 Counterparts

This Easement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

Signed this 22nd day of October, 2008.

Grantor

Dale M Brekke

Dale Brekke

Kathy Brekke

Kathy Brekke

Larry Brekke

Stephanie Welles

Eric Welles

Alpha P Brekke by Larry Brekke POA

Alpha Brekke

Grantee

Bent Tree Wind, LLC

Thomas S. Carnahan

STATE OF MISSOURI)

) SS.

COUNTY OF JEFFERSON)

On this 13th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Thomas S. Carnahan, sole Member/Manager of Bent Tree Wind, LLC,** a Minnesota Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of Bent Tree Wind, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Kimberly J Lewis

Notary Public

My Commission Expires: May 22, 2011

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KIMBERLY J. LEWIS
My Commission Expires
May 22, 2011
Jefferson County
Commission #07052077

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Dale and Kathy Brekke,** a(n) __ single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Notary Public

My Commission Expires: 01|31|10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Larry Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Notary Public

My Commission Expires: 01|31|10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 7th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Stephanie and Eric Wells,** a(n) __ single individual; Y husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

11/7/08

Notary Public

My Commission Expires: 12/26/2011

"OFFICIAL SEAL"
RODEL PEDINES
Notary Public, State of Illinois
My Commission Expires 12/26/2011

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN) by Larry Brekke P.o.A

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Alpha Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01|31|10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

EXHIBIT A

PREMISES

The West Half of the Northeast Quarter of Section 17, Township 103 North, Range 22 West of the 5^{th} P.M., Freeborn County, Minnesota.

EXHIBIT B

Drafted By and Upon
Recording, Return to:
Fredrikson & Byron, P.A.
200 S. Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

STATE OF MINNESOTA)
)
COUNTY OF FREEBORN)

MEMORANDUM OF WIND EASEMENT

THIS MEMORANDUM OF WIND EASEMENT ("Memorandum of Easement") is entered into this 22nd day of October, 2008 for the purpose of evidencing in the official public records by recording in the Office of the County Recorder, Freeborn County, Minnesota, that certain Easement Agreement described below by and between **T. Brekke, for and during the term of her natural life with remainder therein to Dale Brekke, Stephanie Wells and Larry Brekke**, ("Grantor") and Bent Tree Wind, LLC, a Minnesota limited liability company ("Grantee").

A. Grantor and Grantee have entered into a certain Wind Easement (the "Easement Agreement") dated October 22nd, 2008 (the "Effective Date"), whereby Grantor has agreed to grant Grantee certain rights, including access easement rights, a wind easement, and certain other rights across certain premises in the County of Freeborn, State of Minnesota, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. The parties wish to give notice of the existence of such Easement Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor and Grantee have entered into the Easement Agreement which grants and creates access and wind easements and certain other rights for wind energy purposes. Pursuant to the Easement Agreement, Grantee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Easement Agreement. "Wind energy purposes" means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The beginning term of the Easement Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 22nd day of October, 2013 (the "Development Period"). The Easement Agreement shall automatically be extended for an initial term of twenty five (25) years (the "Initial Term") from the Initial Term Start Date, as hereinafter defined, upon the earlier of (i) the date one or more wind turbines installed on the Premises generates electricity, or (ii) the date Grantee pays Grantor the first Annual Acreage Payment, as defined in the Easement Agreement (the date of occurrence of either of the actions in subclauses (i) and (ii) being the "Initial Term Start Date"). In addition, Grantee has a right to extend the Initial Term for two (2) additional periods of ten (10) year each upon written notice to Grantor (the "Extended Term").

3. Grantor shall have no ownership and other interest in any wind facilities installed on the Premises by Grantee and Grantee may move, remove, replace, repair or refurbish any or all wind facilities at any time.

4. The Easement Agreement and the easement and rights granted Grantee therein shall burden the Premises and shall run with the land and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, grantees, employees and agents. The Easement Agreement shall inure to the benefit of and be binding upon Grantee and, to the extent provided in any assignment or other transfer under the Easement Agreement, any assignee of Grantee, and their respective heirs, transferees, successors, permittees, licensees and assigns, and all persons claiming under them.

5. This Memorandum of Easement has been executed and delivered by the parties for the purpose of recording and giving notice of the easement rights in accordance with the terms, covenants and conditions of the Easement Agreement.

6. The terms and conditions of the Easement Agreement are incorporated by reference to this Memorandum of Easement as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Easement Agreement and this Memorandum of Easement, the Easement Agreement shall control.

7. Notices, consents or other documents required or permitted by the Easement Agreement must be given by personal delivery, facsimile or certified mail and shall be sent to the respective parties as follows:

To Grantor: Dale Brekke
425 St. Thomas Ave.
Albert Lea, MN 56007

To Grantee: Bent Tree Wind, LLC
Attention: Thomas Carnahan
1010 Market Street, Suite 590
St. Louis, MO 63101

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Wind Easement Agreement for the Premises this 22nd day of October, 2008.

Grantor

Dale M Brekke
Dale Brekke

Kathy Brekke
Kathy Brekke

Larry Brekke

Stephanie Welles

Eric Welles

Alpha Brekke
Alpha Brekke by Larry Brekke POA

Grantee
Bent Tree Wind, LLC

Thomas S. Carnahan

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 13th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Thomas S. Carnahan, sole Member/Manager of Bent Tree Wind, LLC,** a Minnesota Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of Bent Tree Wind, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Kimberly J Lewis
Notary Public

My Commission Expires: May 22, 2011

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KIMBERLY J. LEWIS
My Commission Expires
May 22, 2011
Jefferson County
Commission #07052077

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Dale and Kathy Brekke,** a(n) __ single individual; X husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Larry Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 7th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Stephanie and Eric Wells,** a(n) __ single individual; X husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Rodel Pedines 11/7/08
Notary Public

My Commission Expires: 12/26/2011

"OFFICIAL SEAL"
RODEL PEDINES
Notary Public, State of Illinois
My Commission Expires 12/26/2011

STATE OF MINNESOTA)
) SS. by Larry Brekke PoA.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Alpha Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Alpha Brekke

N/A

EXHIBIT D

ESTOPPEL CERTIFICATE

The undersigned Tenant represents, warrants and certifies to Landlord responses to the following questions:

1	Are you a tenant of certain premises identified in Exhibit A of previously recorded wind farm lease? See attached Exhibit A for legal land description. If "no" please explain.	Yes ☐	No ☐
2	Are you current on all rent and other expenses related to the property? If "no" please explain.	Yes ☐	No ☐
3	Do you have options or rights of expansion, purchase or first right of refusal concerning the property or lease with your Landlord? If "yes" please explain.	Yes ☐	No ☐
4	Is there any person or entity other than yourself residing on property identified in Exhibit A of previously recorded wind farm lease? If "yes" please explain.	Yes ☐	No ☐
5	Have you committed to or agreed to enter into any assignment or sublease in connection with the property? If "yes" please explain.	Yes ☐	No ☐
6	Except as disclosed in the lease or agreement with your Landlord, is Landlord in default in the performance of any obligations under that lease or agreement? If "yes" please explain.	Yes ☐	No ☐
7	Are there any other agreements, oral or written, between Landlord and Tenant related to property rights?. If "yes" please explain.	Yes ☐	No ☐
8	Are there any pending or threatened lawsuits related in any way to the property? If "yes" please explain.	Yes ☐	No ☐
9	Do you have any land contracts, options, assignments and/or purchase options relating to the property with any third party? If "yes" please explain.	Yes ☐	No ☐
10	Tenant understands the truth and accuracy of the responses and/or statements in this certificate may be relied upon by a lender and/or Landlord, their successors and assigns. If "no" please explain.	Yes ☐	No ☐

I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE, THE INFORMATION CONTAINED IN THIS STATEMENT IS TRUE AND CORRECT.

Executed this ________ day of ________________________, 2008.

Legal Name(s) of Tenant(s) ____

Signature of Tenant____ Title ________

Signature of Tenant____ Title ________

EXHIBIT E

DISCLOSURE OF LIENS OR ENCUMBRANCES

(including but not limited to mortgages, easements, drain tile agreements, etc.)

EXHIBIT F

N/A

NON-DISTURBANCE AND SUBORDINATION AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), made this _____ day of _______________, 2008, by and among BENT TREE WIND, LLC, a Minnesota limited liability company ("Grantee"), _________________, a __________ corporation ("Lender") and ______________________________, a(n) __ single individual; ___ husband and wife; ___ limited liability company; ___ corporation; ("Borrower").

WITNESSETH:

WHEREAS, Lender holds a Mortgage dated ______________ and filed for record in the Office of the County Recorder of Freeborn County, Minnesota on _______________ as Document Number _____________ (together with any replacements, renewals or modifications referred to herein as the "Mortgage"), which Mortgage encumbers the real estate described in more detail on Exhibit A, attached hereto (the "Property"); and

WHEREAS, Borrower has agreed to provide Grantee with a non-disturbance and attornment agreement executed by Lender.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually stipulate, covenant and agree as follows:

1. Non-Disturbance of Easement. Lender and Grantee hereby agree on behalf of themselves and their respective successors and assigns, that so long as Grantee is not in default under the terms of the Easement and so long as the Easement does not terminate pursuant to its terms, then, in the event of a breach of the Mortgage by Borrower or foreclosure of the Mortgage, or in the event Lender or its successors or assigns, including for these purposes any purchaser at a foreclosure sale (hereinafter the "Transferee", whether by foreclosure or otherwise), takes title to or possession of the Property, the Easement will, during the full term thereof, continue as a direct agreement between any such Transferee and Grantee, pursuant to and subject to all of the provisions of the Easement and Grantee's rights in the Property under the Easement will not be disturbed or affected in any manner whatsoever. The Transferee shall be bound as "Grantor" under the Easement directly to Grantee and shall perform all obligations of the "Grantor" under the Easement which

arise or accrue after the date on which the Transferee becomes the owner of the Property, and Grantee shall attorn to the Transferee as "Grantor" under the Easement.

Notwithstanding anything to the contrary contained in the Easement or this Agreement, in no event shall the Transferee be:

(i) liable for any act or omission of Borrower or the owner of the Property which occurs prior to said Transferee coming into title to the Property; provided that Grantee may exercise all rights available to it under the Easement;

(ii) bound by any payment made by Grantee for periods extending beyond the date on which Transferee becomes the owner of the Property except for those payments provided for under the Easement; or

(iii) bound by any amendment to the Easement made subsequent to the date of this Agreement which amendment was not consented to by Lender in writing, such consent not to be unreasonably withheld or conditioned.

2. Subordination. The Easement, including all of the terms thereof, is and shall be subject and subordinate to the lien and all of the terms of the Mortgage to the full extent of all amounts secured by the Mortgage and interest thereon.

3. Notice and Cure. Grantee will notify Lender of any default of Borrower under the Easement which Grantee believes would entitle it to exercise any remedies available under the Easement or generally available at law or in equity and agrees that no notice of termination nor any exercise of any other remedies shall be effective unless Lender has received the aforesaid notice and has failed to cure the default within the longer of thirty (30) days after such notice or such period of time following notice as Borrower has to cure the default under the Easement ("Lender Cure Period"); however, to the extent the Borrower's default pertains to a non-monetary default which cannot be cured by Lender without being in possession of the Property, the Lender Cure Period shall be extended by the period of time necessary to enable Lender to obtain possession of the Property (which may include a suit to foreclose the Mortgage), provided Lender uses reasonable diligence to so obtain possession.

4. Proceeds. Borrower, Grantee and Lender hereby agree that any and all amounts payable to Borrower pursuant to the terms of the Easement, including but not limited to Development Period Payments, Turbine Payments, Annual Acreage Payments, Signing Bonus, and payments for installation of improvements or for crop damage (collectively, "Proceeds"), are "rents, issues, income, profits, royalties and/or bonuses" as described in the Mortgage and have been pledged to Lender pursuant to the terms of the Mortgage. Lender may exercise its right to an assignment of the Proceeds due Borrower, as provided in the Mortgage, by notifying Grantee in writing. Upon receipt of written notification that Lender is exercising its right to an assignment of Proceeds from Lender, Grantee shall thereafter make all payments otherwise due Borrower under the Easement payable directly to Lender. Borrower hereby waives any and all claims it may make against Grantee for failure to pay any Proceeds due Borrower pursuant to the terms of the Easement due to Grantee making any payments of Proceeds to Lender in accordance with the terms of this Agreement.

5. Amendment. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors or assigns.
6. Run with the Land. This Agreement shall be appurtenant to and run with and against the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. Effectiveness. The foregoing provisions of this Agreement shall be self operating and effective without the execution of any further instruments on the part of any party hereto.
8. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LENDER:	GRANTEE:
________________________	BENT TREE WIND, LLC, a Minnesota limited liability company
By: ____________________	By: ____________________
Printed Name: ________________	Printed Name: ________________
Title: ____________________	Title: ____________________
BORROWER:	BORROWER:
____________________	____________________
By:____________________	By:____________________
Printed Name:________________	Printed Name:________________
Title:____________________	Title:____________________

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this _____ day of ________________, 2008, before me, the undersigned, a Notary Public, personally appeared **Thomas S. Carnahan, sole Member/Manager of Bent Tree Wind, LLC,** a Minnesota Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of Bent Tree Wind, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

____
Notary Public

My Commission Expires:__________________

STATE OF _____________)
) SS.
COUNTY OF ___________)

On this _____ day of ________________, 2008, before me, the undersigned, a Notary Public, personally appeared ____________________________, a _______________________ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

____
Notary Public

My Commission Expires:_________________

STATE OF _____________)
) SS.
COUNTY OF ___________)

On this _____ day of ________________, 2008, before me, the undersigned, a Notary Public, personally appeared ___________________________________; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

____
Notary Public

My Commission Expires:_________________

185.E

OFFICE OF COUNTY RECORDER
FREEBORN COUNTY MINNESOTA

I hereby certify that the within instrument was filed in this office for record this 30 day of March, 2009 at 9:05 o'clock A M, and was duly recorded as Document No. 481277

Kelly Callahan, County Recorder

By: [signature]

Drafted By and Upon
Recording, Return to:
Fredrikson & Byron, P.A.
200 S. Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

STATE OF MINNESOTA)
)
COUNTY OF FREEBORN)

14-017-0010.

MEMORANDUM OF WIND EASEMENT

THIS MEMORANDUM OF WIND EASEMENT ("Memorandum of Easement") is entered into this 22nd day of October, 2009 for the purpose of evidencing in the official public records by recording in the Office of the County Recorder, Freeborn County, Minnesota, that certain Easement Agreement described below by and between **Dale M. Brekke and Kathy Brekke, husband and wife, and Larry S. Brekke, a single person. and Stephenie Welles, f/k/a Stephanie A. Brekke and Eric Welles, wife and husband, and Alpha T. Brekke, a single person** ("Grantor") and Bent Tree Wind, LLC, a Minnesota Limited Liability Company ("Grantee").

A. Grantor and Grantee have entered into a certain Wind Easement (the "Easement Agreement") dated October 22, 2008 (the "Effective Date"), whereby Grantor has agreed to grant Grantee certain rights, including access easement rights, a wind easement, and certain other rights across certain premises in the County of Freeborn, State of Minnesota, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. The parties wish to give notice of the existence of such Easement Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor and Grantee have entered into the Easement Agreement which grants and creates access and wind easements and certain other rights for wind energy purposes. Pursuant to the Easement Agreement, Grantee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Easement Agreement. "Wind energy purposes" means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The beginning term of the Easement Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 22nd day of October, 2013 (the "Development Period"). The Easement Agreement shall automatically be extended for an initial term of twenty five (25) years (the "Initial Term") from the Initial Term Start Date, as hereinafter defined, upon the earlier of (i) the date one or more wind turbines installed on the Premises generates electricity, or (ii) the date Grantee pays Grantor the first Annual Acreage Payment, as defined in the Easement Agreement (the date of occurrence of either of the actions in subclauses (i) and (ii) being the "Initial Term Start Date"). In addition, Grantee has a right to extend the Initial Term for two (2) additional periods of ten (10) year each upon written notice to Grantor (the "Extended Term").

3. Grantor shall have no ownership and other interest in any wind facilities installed on the Premises by Grantee and Grantee may move, remove, replace, repair or refurbish any or all wind facilities at any time.

4. The Easement Agreement and the easement and rights granted Grantee therein shall burden the Premises and shall run with the land and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, grantees, employees and agents. The Easement Agreement shall inure to the benefit of and be binding upon Grantee and, to the extent provided in any assignment or other transfer under the Easement Agreement, any assignee of Grantee, and their respective heirs, transferees, successors, permittees, licensees and assigns, and all persons claiming under them.

5. This Memorandum of Easement has been executed and delivered by the parties for the purpose of recording and giving notice of the easement rights in accordance with the terms, covenants and conditions of the Easement Agreement.

6. The terms and conditions of the Easement Agreement are incorporated by reference to this Memorandum of Easement as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Easement Agreement and this Memorandum of Easement, the Easement Agreement shall control.

7. Notices, consents or other documents required or permitted by the Easement Agreement must be given by personal delivery, facsimile or certified mail and shall be sent to the respective parties as follows:

To Grantor: Dale Brekke
425 St. Thomas Ave.
Albert Lea, MN 56007

To Grantee: Bent Tree Wind, LLC
Attention: Thomas Carnahan
1010 Market Street, Suite 590
St. Louis, MO 63101

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Wind Easement Agreement for the Premises this 22nd day of October, 2008.

Grantor

Dale M Brekke
Dale Brekke

Kathy Brekke
Kathy Brekke

Larry Brekke

Stephanie Welle

Eric Welle

Alpha Brekke by Larry Brekke POA
Alpha Brekke

Grantee
Bent Tree Wind, LLC

Thomas S. Carnahan

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 13th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Thomas S. Carnahan, sole Member/Manager of Bent Tree Wind, LLC,** a Minnesota Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of Bent Tree Wind, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Kimberly J Lewis
Notary Public

My Commission Expires: May 22, 2011

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KIMBERLY J. LEWIS
My Commission Expires
May 22, 2011
Jefferson County
Commission #07052077

481277

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Dale and Kathy Brekke,** a(n) __ single individual; X husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Larry Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 7th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Stephanie and Eric Wells,** a(n) __ single individual; ✓ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Rodel Pedines 11/7/08
Notary Public

My Commission Expires: 12/26/2011

"OFFICIAL SEAL"
RODEL PEDINES
Notary Public, State of Illinois
My Commission Expires 12/26/2011

EXHIBIT A

PREMISES

The SE 1/4 NE 1/4 of Section 17, Township 103 North, Range 22 West.

No delinquent taxes ~~and transfer entered~~; Certificate of Real Estate Value (   ) filed (✓) not required
Certificate of Real Estate Value No. ____________

March 30, 2009

Dennis A Distad
County Auditor

by Karen Westin
Deputy

185.E

WIND EASEMENT

This Wind Easement ("Easement") is made effective as of the 22nd day of October 2008 (the "Effective Date"), by and among **Dale M. Brekke, Larry S. Brekke, and Stephanie Wells, Reserving to the Grantor, Alpha T. Brekke, a life estate,** a(n) __ single individual; ___ husband and wife; ___ limited liability company; ___ corporation; (hereinafter "Grantor") and Bent Tree Wind, LLC, a Minnesota limited liability company and its assigns (hereinafter "Grantee"). In consideration of the following covenants and terms, Grantor and Grantee mutually agree as follows:

ARTICLE 1
PREMISES

Section 1.1 Grant of Wind Facilities Easement

(a) Grantor grants and conveys to Grantee an easement for the real property legally described in Exhibit A attached hereto (the "Premises") for the purpose of studying the feasibility, constructing, installing, owning, operating, maintaining, repairing, replacing, re-powering or removing one or more wind energy generation turbine(s), supporting structures, foundations and pads, footings, electrical transformers, fixtures, wind measurement equipment including meteorological towers, electric distribution and transmission lines, cables, power poles, access roads, and related facilities and equipment ("Wind Facilities") or meeting state law setback requirements, on the Premises to the extent set forth in this Easement. The definition of Wind Facilities hereby specifically excludes any substation(s) or operations and maintenance building(s).

(b) Grantee shall use the Premises only for the construction, installation, maintenance, repairing, replacement, re-powering, operation and removal of the Wind Facilities. Any improvements, fixtures or other structures, other than the Wind Facilities, shall not be installed without the express written consent of Grantor, which shall not be unreasonably withheld. Grantee shall also be entitled to unrestricted ingress and egress to and from its Wind Facilities and appurtenant equipment and electrical power lines over the Premises and such additional areas of the Premises as shall be reasonably necessary to access all Wind Facilities.

(c) Grantee reserves the right to relocate its Wind Facilities upon the Premises during the Term of this Easement. Grantor shall retain the right to use that portion of the Premises not occupied by Wind Facilities to the extent its use is consistent with Sections 1.2 and 5.2, for farming, grazing, or conservation.

(d) Grantee shall also be entitled to ingress to and egress to and from the Wind Facilities and over and across the Premises to and from publicly maintained roads. Grantor hereby grants Grantee an exclusive easement, for the Term of this Easement, permitting Grantee to construct, install, maintain, operate, repair, replace, re-power and remove the Wind Facilities.

(e) Upon the request of Grantor, at any time after the installation of the Wind Facilities, Grantee will provide Grantor with an Exhibit A-1 to the Easement, identifying with particularity the actual area occupied by the Wind Facilities and/or necessary for access to or maintenance of the Wind Facilities (the "As-Built Area"), and the easements set forth in Section 1.1 shall thereafter be confined and restricted to the As-Built Area. Notwithstanding the foregoing, the Wind Easement set forth in Section 1.2 of the Agreement shall not be confined or restricted to the As-Built Area, and will remain in effect against the entire Premises.

Section 1.2 Wind Easement

Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Wind Facilities are or may be located at any time from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Trees, structures and improvements located on the Premises as of the date of this Easement shall be allowed to remain and Grantee may not require their removal. After the installation of the Wind Facilities, Grantor may plant trees and construct on the Premises buildings, structures, or the like (an "Improvement"), provided that such Improvement meets all of the following requirements:

(a) Such Improvement poses no interference with any other part of the Wind Facilities located on the Premises or elsewhere in the Project (as hereinafter defined);

(b) Such Improvement is not affiliated with another wind energy developer or utility company (including, but not limited to a transmission line, wind turbine, support structure or substation);

(c) No such Improvement is located within five hundred (500) feet from the location of any Site (whether such Site is located on the Premises or elsewhere in the Project); and

(d) Such Improvement is less than 50 feet in height if it is located between five hundred (500) and one thousand four hundred (1,400) feet from any Site; and

(e) Outside of one thousand four hundred (1,400) feet, no height restriction shall apply, except to the extent that it can be shown to impede or interfere with the free flow of wind to any turbine.

(an Improvement that complies with all of the foregoing restrictions shall be referred to as a "**Permitted Improvement**"). Grantor may construct such Permitted Improvements without the prior consent of Grantee. However, should Grantor construct an Improvement that is determined by Grantee in its reasonable discretion to violate or not be in compliance with any of the restrictions of this Section, Grantee may provide notice to Grantor that said Improvement needs to be removed within thirty (30) days of Grantor's receipt of Grantee's notice. Should Grantor fail to remove the non-complying Improvement within such thirty (30) day period, Grantee may cause the same to be removed and may off-set the cost of the removal against any payments due hereunder to Grantor. The provisions of this Section 1.2 shall survive for the full Term of this Agreement including any and all Extended Terms.

ARTICLE II
EASEMENT TERM AND TERMINATION

Section 2.1 Easement Term

(a) Grantee's rights under this Easement shall continue initially throughout the Development Period (as defined in Section 3.1). If Grantee or any assignee either (i) installs one or more wind turbines on the Premises, and any such wind turbine generates electricity during the Development Period, or (ii) pays Grantor the first Annual Acreage Payment prior to the expiration of the Development Period (the date of the occurrence of either of the actions in subclauses (i) and (ii) being the "Initial Term Start Date"), then this Easement shall automatically be extended for twenty-five (25) years from the Initial Term Start Date of the Easement (the "Initial Term"), unless terminated earlier or extended in accordance with its terms. The Initial Term may be extended, if at all, by the Grantee at its sole option for two additional ten (10) year periods (the "Extended Term") concurrently, for the first Extended Term, with the expiration of the Initial Term or, for the second Extended Term, with the expiration of the first Extended Term. If Grantee decides to exercise its option to extend the then-current Term and enter into an Extended Term, it shall deliver written notice to Grantor no later than four (4) months prior to the expiration of the then-current Term. The Extended Term(s) shall be on all of the same terms and conditions as provided in this Easement. The Initial Term plus any additional Extended Terms shall be referred to herein as the Term of this Easement.

(b) If, at any time during the Term of this Easement, including any and all Extended Terms, Grantee deems it to be necessary or desirable to meet legal or regulatory requirements, Grantee may request that Grantor re-execute a new easement substantially in the form of this Easement with a term equal to the Term of this Easement and Grantor shall execute and enter into the new easement with Grantee or its designee.

(c) In accordance with IRS Tax law, Grantee is required to have a completed IRS W-9 Form on file for each easement recorded. See Exhibit C attached hereto to be completed by Grantor.

Section 2.2 Termination of Easement

Grantee shall have the right to terminate this Easement as to all or any part of the Premises, at any time and from time to time, upon thirty (30) day's prior written notice to Grantor.

The occurrence of any of the following events shall also terminate this Easement:

(a) The expiration of the Term of this Easement as set forth in Section 2.1; or

(b) The written agreement of both parties to terminate this Easement; or

(c) An uncured material breach of this Easement by either party and the election of the non-breaching party to terminate the Easement pursuant to Article IX.

Section 2.3 Survival of Covenants

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Grantee pursuant to this Easement and Grantee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a phase of a larger wind energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the project (such phase will constitute the "Project" for the purposes of this Easement) and that the covenants, conditions, rights and restrictions in favor of Grantee pursuant to this Easement shall not be deemed nominal, invalid, inoperative, abandoned, or otherwise be disregarded while any phase of the Project is operational.

ARTICLE III
PAYMENT AND TAXES

Section 3.1 Payment

During the term of this Easement, Grantee shall make payments to the Grantor as described herein.

(a) Development Period Payments: During the Development Period commencing on the Effective Date and expiring no later than five (5) years thereafter ("Development Period"), Grantee shall make Development Period Payments to Grantor to keep the Easement in effect. Grantee shall pay to Grantor an annual payment ("Development Period Payment") equal to Five Hundred and 00/100 ($500.00) Dollars. Grantee's obligation to make Development Period Payments shall commence one year after the Effective Date of this Easement. Development Period Payments will automatically discontinue on the earlier of (i) the Operations Date as defined below, (ii) the date the Grantee delivers the first Annual Acreage Payment to Grantor, or (iii) any termination of this Easement. All Development Period Payments shall be prorated for any partial year.

(b) Turbine Payment: If and when a wind turbine is installed on the Premises and the Project in which such wind turbine is installed generates electricity in commercial quantities (excluding test energy) ("Operations Date"), and for so long as each wind turbine so installed remains on the Premises until its physical removal therefrom, Grantee shall pay to Grantor an annual payment ("Turbine Payment") of Three Thousand Six Hundred and 00/100 ($3,600.00) Dollars per megawatt ("MW") of turbine nameplate capacity located on the Premises for the first year following the Operations Date; on each successive year the annual Turbine Payment will increase at the rate of two and one-half percent (2.5%) per year compounded annually. Grantee's obligation to make Turbine Payments shall commence upon the Operations Date. All Turbine Payment obligations shall be prorated for any partial year.

(c) Signing Bonus: Grantee shall pay Grantor a signing bonus of One Thousand and 00/100 Dollars ($1,000.00) within forty-five (45) days of the Effective Date.

(d) Annual Acreage Payment: In the event that Grantee does not install one or more wind turbines on the Premises, then starting on the date of commencement of the generation of wind energy in commercial quantities (excluding test energy) from the Project; Grantee shall pay to Grantor an Annual Acreage Payment in an amount equal to Twenty Five Dollars ($25.00) per acre for the first year. On each successive year, the Annual Acreage Payment will increase at a rate of two and one-half percent (2.5%) per year compounded annually, until such time, if any, as Grantee has installed one or more wind turbines on the Premises, at which time Turbine Payments shall be payable pursuant to Section 3.1 (b). The Premises may be modified by the Grantee at its sole discretion in accordance with Section 2.2 Annual Acreage Payments shall be paid annually within thirty (30) days after the end of each calendar year of the Initial Term and the Renewal Term. Annual Acreage Payments for partial years shall be prorated and shall be made in accordance with Section 2.1, subject to Section 2.2 of this Easement.

Section 3.2 Taxes, Assessments and Utilities

(a) Grantor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Grantor and located on the Premises. Subject to Section 3.2(c), if Grantor shall fail to pay any such taxes or assessments when due, Grantee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Payment otherwise due to Grantor from Grantee. In the event such taxes and assessments are greater than any Payment due, in addition to deducting the payment from any Payment due, Grantee may pursue legal options for the differences.

(b) Grantee shall pay all personal property taxes and assessments levied against the Wind Facilities when due including any production tax imposed on the electricity produced by the Wind Facilities. Grantee shall provide proof of such payment upon request of Grantor.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Easement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or posted bond to pay the obligation in the event of an adverse determination. Both parties shall cooperate in pursuit of any such appeal.

(d) Grantee shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Grantee on the Premises.

ARTICLE IV
GRANTEE'S COVENANT

Grantee covenants, represents and warrants to Grantor as follows:

Section 4.1 Liens

Grantee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Grantee or any Wind Facility on the Premises in connection with Grantee's use of the Premises. Grantee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Grantee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Grantee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Grantee's activities pursuant to this Easement and shall obtain all permits, licenses and orders required to conduct any and all such activities.

Section 4.3 Grantee's Improvements

All Wind Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Easement shall be the sole property of Grantee and Grantor shall have no ownership or other interest in any Wind Facilities on the Premises. Throughout the Term Grantee shall, at its sole cost and expense, maintain Grantee's Wind Facilities in good condition and repair, ordinary wear and tear excepted. All Wind Facilities constructed, installed or placed on the Premises by Grantee pursuant to this Easement may be moved, replaced, repaired or refurbished by Grantee at any time. At the end of the Term of this Easement, including any termination of the Easement, Grantee shall remove its Wind

Facilities within twelve (12) months from the date the Term expires or the Easement terminates, with foundations being removed to a depth of 48 inches; however, collector system or other buried facilities will remain buried at minimum depths of 48 inches. If Grantee fails to remove any of the Wind Facilities within the required time period, such Wind Facilities shall be considered abandoned by Grantee and Grantor may remove these Wind Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Grantee. In the event Grantee fails to remove any of the Wind Facilities as required, and Grantor removes such Wind Facilities at Grantor's expense, Grantee shall reimburse Grantor for all reasonable costs of removing those Wind Facilities as required by the Easement, less any salvage value received by Grantor, within thirty (30) days after receipt of an invoice from Grantor.

Section 4.4 Hazardous Materials

Grantee shall, and shall cause its subcontractors to, comply with all Hazardous Material Laws in connection with Grantee's operations on the Premises.

(a) "Hazardous Materials" means and includes asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste under any Hazardous Material law. "Hazardous Material Laws" collectively means and includes any local, state or federal law, statute, ordinance, rule, regulation or order relating to public health, safety or the environment.

(b) Grantee shall only use Hazardous Materials on the Premises or cause or permit to exist or be stored on the Premises as a result of Grantee's operations in such quantities as may be required in its normal business operations, used per manufacturer's instructions, and used only for its intended use. Grantee agrees to properly store, transport and dispose of all Hazardous Materials introduced, used, produced or generated in the course of Grantee's construction, operation and maintenance of equipment located on Grantor's Premises. In addition, no disposal of any Hazardous Material shall take place on the Premises

(c) In the event that the Grantee or any of its subcontractors causes any spills or releases of any Hazardous Materials into the environment which require reporting and remediation under Hazardous Material Laws, the Grantee shall be responsible for ensuring timely and adequate compliance with reporting to regulatory agencies and accomplishing remediation requirements.

ARTICLE V
GRANTOR COVENANTS

Grantor covenants, represents and warrants to Grantee as follows:

Section 5.1 Title and Authority

Grantor is the sole owner of the Premises and in fee simple and each person or entity signing the Easement on behalf of Grantor has the full and unrestricted authority to execute and deliver this Easement and to grant the easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Easement as Grantor. When signed by Grantor, this Easement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms. There are no encumbrances or liens against the Premises, except as disclosed on Exhibit E, attached hereto and incorporated by reference. Upon request, Grantor shall provide to the Grantee title evidence supporting the representations, warranties and covenants of this Section 5.1.

Section 5.2 Quiet Enjoyment

As long as Grantee is not in default under this Easement, Grantee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Easement without any interference of any kind by Grantor or any person claiming through Grantor. Grantor and its activities on the Premises and any grant of rights Grantor makes to any other person shall not interfere with any of Grantee's activities pursuant to this Easement, Grantor shall not interfere with any of Grantee's activities pursuant to this Easement, and Grantor shall not interfere or allow interference with the wind speed or wind direction over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Wind Facilities.

Section 5.3 Hazardous Materials

Grantor shall, and shall cause its subcontractors and tenants to, comply with all Hazardous Material Laws in connection with Grantor's operations on the Premises. "Hazardous Materials" and "Hazardous Material Laws" have the same definitions as provided in Section 4.4.

(a) Grantor shall only use Hazardous Materials on the Premises or cause or permit to exist or be stored on the Premises as a result of Grantor's operations in such quantities as may be required in its normal business operations, used per manufacturer's instructions, and used only for its intended use. Grantor agrees to properly store, transport and dispose of all Hazardous Materials introduced, used, produced or generated in the course of Grantor's work on the Premises. In addition, no disposal of any Hazardous Material shall take place on the Premises.

(b) In the event that the Grantor or any of its subcontractors or tenants causes any spills or releases of any Hazardous Materials into the environment which require reporting and remediation under Hazardous Material Laws, the Grantor shall be responsible for ensuring timely and adequate compliance with reporting to regulatory agencies and accomplishing remediation requirements.

(c) Grantor hereby represents, warrants and covenants as of the date of this Agreement and further warrants at the time of each Turbine Payment, as follows for Hazardous Materials: to the best of the Grantor's knowledge and belief, (i) there are no abandoned wells, unauthorized solid waste disposal sites, or improper storage of Hazardous Materials located on, under or adjacent to the Premises (ii) the Premises do not contain levels of petroleum or Hazardous Materials which require remediation or monitoring, and (iii) the Premises are not subject to any judicial or administrative action, investigation or order under any applicable Hazardous Material Laws and (iv) the Premises do not and have never contained any underground or above ground storage tanks, except for those described on Exhibit G attached hereto ("Hazardous Materials Statement") to be completed by Grantor. Grantor, its subcontractors or tenants have done nothing to contaminate the Premises with Hazardous Materials. The Grantor is and shall be responsible for the remediation and removal of any contaminated soil which results from its normal business operations.

Section 5.4 Cooperation

Grantor represents that Grantor has disclosed, and during the Term shall disclose, fully to Grantee any leases, grants or other rights made by Grantor to any other party in connection with the Premises. Grantor shall cooperate with Grantee in good faith to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, easement or other exception to Grantor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Grantee under this Easement. Therefore, a non-disturbance and subordination agreement substantially in the form of Exhibit F, will be forwarded to any entity with a lien, encumbrance, mortgage, easement or other exception to Grantor's title. All preparation and necessary recording of such agreements will be conducted by Grantee. Grantor shall also cooperate with Grantee to obtain and maintain any permits needed for the Wind Facilities. Grantor shall also provide Grantee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Grantee or any of its lenders. As such, Exhibit D attached hereto, the Estoppel Certificate is required to be completed by any party physically residing on the Premises or any other party with a claim or relation to the Premises. In consideration of the mutual benefits arising under this Easement, Grantor, to the extent permitted by law, hereby waives any and all statutory liens and other lien rights now or hereafter existing in any property of Grantee on the Premises.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagors and agents (collectively the "Indemnified Party") against losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Easement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Grantee's obligations regarding crop damage are specified in Section 6.2 below and are not covered under this indemnification. This indemnification shall survive the termination of this Easement.

In no event shall either party be liable for indirect, incidental, or consequential damages (other than death or bodily injury), including but not limited to loss of profits or revenue or down time costs.

Section 6.2 Crop Damage

The parties anticipate and acknowledge that Grantor may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Grantee's construction, installation, maintenance and removal of Wind Facilities on the Premises. After completion of construction activities, and each time Grantee exercises its rights to re-enter the Premises, Grantee shall de-compact the soils (in tillable areas) using deep ripping and other methods. In addition to such de-compaction, Grantee shall pay Grantor fair compensation for any such losses, compaction, or damage, and, if the parties cannot reach agreement as to amount which would constitute fair compensation, the issue shall be submitted to arbitration before the American Arbitration Association or any arbitrator mutually agreed to by the parties.

Section 6.3 Grantee Insurance

Grantee shall obtain and maintain in force commercial general liability insurance with limits not less than of Two Million Dollars ($2,000,000) each claim and in the aggregate. Grantee shall have the right to self insure this coverage to the limits required.

ARTICLE VII
ASSIGNMENT

Section 7.1 Assignment

Grantee may assign, sublease, transfer or convey its interest in this Easement without Grantor's consent provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Easement and (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Grantee.

Section 7.2 Continuing Nature of Obligations

(a) The easement and other rights granted by Grantor in this Easement to Grantee are an irrevocable, assignable, commercial easement in gross for the benefit of Grantee, its successors and assigns, as owner of the rights created by the Easement and are independent of any lands or estates or interest in lands, there is no other real property benefiting from the rights granted in this Easement and, as between the Premises and other tracts of property on which Grantee may locate Wind Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of this Easement and all other rights granted to Grantee in this Easement shall run with and against the Premises and shall be a charge and burden on the Premises and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, grantees, employees and agents. This Easement shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees and grantees.

ARTICLE VIII
CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would in the reasonable judgment of Grantee prevent or adversely affect Grantee's construction, installation or operation of Wind Facilities on the Premises, the parties shall either amend this Easement to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Easement to Grantee, together with any corresponding payments, or, at Grantee's option, this Easement shall terminate, in which event neither party shall have any further obligation to the other party.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Grantor, except that Grantee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Wind Facilities or the loss of any such Wind Facilities or the use of the Premises pursuant to the Easement. Grantee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Grantor nor Grantee shall be liable to each other, or be permitted to terminate this Easement, for any failure to perform an obligation of this Easement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

ARTICLE IX
DEFAULT/TERMINATION

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the nondefaulting party to terminate this Easement or pursue other remedies available at law or equity:

(i) any failure by Grantee to pay Development Period Payment, Annual Acreage Payment, Signing Bonus or Turbine Payments if the failure to pay continues for thirty (30) days after written notice from Grantor;

(ii) any other material breach of this Easement by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

Section 9.2 Surrender

For the period between the date of termination or expiration and the date upon which Grantee completes removal of the Wind Facilities as required under Section 4.3 of this Easement, Grantee shall pay Grantor an amount equal to the Development Period Payment (as referenced in Section 3.1(a)) on an annual basis, prorated as applicable.

Section 9.3 Specific Performance

Grantor acknowledges and agrees that should Grantor breach any of its obligations hereunder or otherwise fail to permit Grantee to exercise any of the rights and privileges granted herein, Grantee shall have the right to seek specific enforcement of this Easement. In that event, Grantor agrees that Grantee has no adequate remedy at law.

ARTICLE X
MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Easement must be given by personal delivery, facsimile or certified mail and shall be sent to the respective parties as follows:

To Grantor:	Dale Brekke 425 St. Thomas Ave. Albert Lea, MN 56007
To Grantee:	Bent Tree Wind, LLC Attention: Thomas Carnahan 1010 Market Street, Suite 590 St. Louis, MO 63101

Section 10.2 No Third Party Beneficiaries

No provision of this Easement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Easement, or of any one or more of the terms of this Easement, or otherwise give rise to any cause of action in any person not a party to this Easement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Easement and the attached Exhibits A through G constitute the entire agreement between Grantor and Grantee and supersede any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Easement. This Easement may not be amended except in a writing executed by both parties.

Section 10.4 Governing Law

This Easement is made in Minnesota and shall be governed by the laws of the State of Minnesota.

Section 10.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Easement and to fulfill the obligations of the respective parties. Further, Grantor shall provide Grantee with information regarding Grantor's land use patterns for use in the design and construction of the Wind Facilities. The location and dimensions of any access roads shall be made by Grantee in its sole discretion, except that: Grantee agrees to use commercially reasonable efforts to: i) minimize the interruption of Grantor's operations on the Property by such access roads, and (ii) install such access roads perpendicular to public roads or parallel to crop rows, existing fence lines, waterways or other natural contours.

Section 10.6 Waiver

Neither party shall be deemed to have waived any provision of this Easement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Easement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Easement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Grantor and Grantee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Grantor and Grantee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 10.8 Confidentiality

The parties acknowledge that during the course of the performance of their respective obligations under this Easement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked or identified as confidential at the time of disclosure shall be treated as confidential by the receiving party and shall not be disclosed to any other person without the prior written consent of the disclosing party. Notwithstanding the foregoing, Grantor may disclose such information to Grantor's lenders, attorneys accountants and other personal financial advisors solely for the use in connection with their representation of Grantor regarding this Easement; any prospective purchase of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Grantor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure.

Section 10.9 Recording of Easement

Grantee shall be entitled to record a Memorandum of Easement to document its interest in the Premises in a form substantially similar to that found in Exhibit B attached hereto.

The complete Easement Agreement may not be recorded without the prior written consent of both parties.

Section 10.10 Counterparts

This Easement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

Signed this 22nd day of October, 2008.

Grantor

Dale M Brekke
Dale Brekke

Kathy Brekke
Kathy Brekke

Larry Brekke

Stephanie Welles

Eric Welles

Alpha Brekke by Larry Brekke POA
Alpha Brekke

Grantee
Bent Tree Wind, LLC

Thomas S. Carnahan

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 13th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Thomas S. Carnahan, sole Member/Manager of Bent Tree Wind, LLC,** a Minnesota Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of Bent Tree Wind, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Kimberly J Lewis
Notary Public

My Commission Expires: May 22, 2011

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KIMBERLY J. LEWIS
My Commission Expires
May 22, 2011
Jefferson County
Commission #07052077

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Dale and Kathy Brekke,** a(n) __ single individual; X husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Larry Brekke,** a(n) X single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
) SS.
COUNTY OF FREEBORN)

On this 7th day of November, 2008, before me, the undersigned, a Notary Public, personally appeared **Stephanie and Eric Wells,** a(n) __ single individual; ✓ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Rodel Pedines 11/7/08
Notary Public

My Commission Expires: 12/26/2011

"OFFICIAL SEAL"
RODEL PEDINES
Notary Public, State of Illinois
My Commission Expires 12/26/2011

STATE OF MINNESOTA)
) SS. by Larry Brekke P.O.A.
COUNTY OF FREEBORN)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared **Alpha Brekke,** a(n) x single individual; ___ husband and wife; ___ limited liability company; ___ corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

My Commission Expires: 01/31/10

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

EXHIBIT A

PREMISES

The SE 1/4 NE 1/4 of Section 17, Township 103 North, Range 22 West.

Freeborn, MN

EXHIBIT D

ESTOPPEL CERTIFICATE

The undersigned Tenant represents, warrants and certifies to Landlord responses to the following questions:

		Yes	No
1	Are you a tenant of certain premises identified in Exhibit A of previously recorded wind farm lease? See attached Exhibit A for legal land description. If "no" please explain.	☒	☐
2	Are you current on all rent and other expenses related to the property? If "no" please explain.	☒	☐
3	Do you have options or rights of expansion, purchase or first right of refusal concerning the property or lease with your Landlord? If "yes" please explain.	☐	☒
4	Is there any person or entity other than yourself residing on property identified in Exhibit A of previously recorded wind farm lease? If "yes" please explain.	☐	☒
5	Have you committed to or agreed to enter into any assignment or sublease in connection with the property? If "yes" please explain.	☐	☒
6	Except as disclosed in the lease or agreement with your Landlord, is Landlord in default in the performance of any obligations under that lease or agreement? If "yes" please explain.	☐	☒
7	Are there any other agreements, oral or written, between Landlord and Tenant related to property rights?. If "yes" please explain.	☐	☒
8	Are there any pending or threatened lawsuits related in any way to the property? If "yes" please explain.	☐	☒
9	Do you have any land contracts, options, assignments and/or purchase options relating to the property with any third party? If "yes" please explain.	☐	☒
10	Tenant understands the truth and accuracy of the responses and/or statements in this certificate may be relied upon by a lender and/or Landlord, their successors and assigns. If "no" please explain.	☒	☐

I HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE, THE INFORMATION CONTAINED IN THIS STATEMENT IS TRUE AND CORRECT.

Executed this 20 day of OCT., 2008.

Legal Name(s) of Tenant(s) Richard Bakker Roger Bakker

Signature of Tenant Richard Bakker Title ______

Signature of Tenant Roger Bakker Title ______

EXHIBIT E

DISCLOSURE OF LIENS OR ENCUMBRANCES

(including but not limited to mortgages, easements, drain tile agreements, etc.)

EXHIBIT F

NON-DISTURBANCE AND SUBORDINATION AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), made this 22nd day of October, 2008, by and among BENT TREE WIND, LLC, a Minnesota limited liability company ("Grantee"), **Farmers State Bank of Hartland**, a Minnesota corporation ("Lender") and **Alpha T. Brekke, by Dale M. Brekke and Larry S. Brekke, her attorneys in fact**, a(n) __ single individual; ___ husband and wife; ___ limited liability company; ___ corporation; ("Borrower").

WITNESSETH:

WHEREAS, Lender holds a Mortgage dated December 31, 2004 and filed for record in the Office of the County Recorder of Freeborn County, Minnesota on January 4, 2005 as Document Number 450614 (together with any replacements, renewals or modifications referred to herein as the "Mortgage"), which Mortgage encumbers the real estate described in more detail on Exhibit A, attached hereto (the "Property"); and

WHEREAS, Borrower has agreed to provide Grantee with a non-disturbance and attornment agreement executed by Lender.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually stipulate, covenant and agree as follows:

1. Non-Disturbance of Easement. Lender and Grantee hereby agree on behalf of themselves and their respective successors and assigns, that so long as Grantee is not in default under the terms of the Easement and so long as the Easement does not terminate pursuant to its terms, then, in the event of a breach of the Mortgage by Borrower or foreclosure of the Mortgage, or in the event Lender or its successors or assigns, including for these purposes any purchaser at a foreclosure sale (hereinafter the "Transferee", whether by foreclosure or otherwise), takes title to or possession of the Property, the Easement will, during the full term thereof, continue as a direct agreement between any such Transferee and Grantee, pursuant to and subject to all of the provisions of the Easement and Grantee's rights in the Property under the Easement will not be disturbed or affected in any manner whatsoever. The Transferee shall be bound as "Grantor" under the Easement directly to

Grantee and shall perform all obligations of the "Grantor" under the Easement which arise or accrue after the date on which the Transferee becomes the owner of the Property, and Grantee shall attorn to the Transferee as "Grantor" under the Easement.

Notwithstanding anything to the contrary contained in the Easement or this Agreement, in no event shall the Transferee be:

(i) liable for any act or omission of Borrower or the owner of the Property which occurs prior to said Transferee coming into title to the Property; provided that Grantee may exercise all rights available to it under the Easement;

(ii) bound by any payment made by Grantee for periods extending beyond the date on which Transferee becomes the owner of the Property except for those payments provided for under the Easement; or

(iii) bound by any amendment to the Easement made subsequent to the date of this Agreement which amendment was not consented to by Lender in writing, such consent not to be unreasonably withheld or conditioned.

2. Subordination. The Easement, including all of the terms thereof, is and shall be subject and subordinate to the lien and all of the terms of the Mortgage to the full extent of all amounts secured by the Mortgage and interest thereon.

3. Notice and Cure. Grantee will notify Lender of any default of Borrower under the Easement which Grantee believes would entitle it to exercise any remedies available under the Easement or generally available at law or in equity and agrees that no notice of termination nor any exercise of any other remedies shall be effective unless Lender has received the aforesaid notice and has failed to cure the default within the longer of thirty (30) days after such notice or such period of time following notice as Borrower has to cure the default under the Easement ("Lender Cure Period"); however, to the extent the Borrower's default pertains to a non-monetary default which cannot be cured by Lender without being in possession of the Property, the Lender Cure Period shall be extended by the period of time necessary to enable Lender to obtain possession of the Property (which may include a suit to foreclose the Mortgage), provided Lender uses reasonable diligence to so obtain possession.

4. Proceeds. Borrower, Grantee and Lender hereby agree that any and all amounts payable to Borrower pursuant to the terms of the Easement, including but not limited to Development Period Payments, Turbine Payments, Annual Acreage Payments, Signing Bonus, and payments for installation of improvements or for crop damage (collectively, "Proceeds"), are "rents, issues, income, profits, royalties and/or bonuses" as described in the Mortgage and have been pledged to Lender pursuant to the terms of the Mortgage. Lender may exercise its right to an assignment of the Proceeds due Borrower, as provided in the Mortgage, by notifying Grantee in writing. Upon receipt of written notification that Lender is exercising its right to an assignment of Proceeds from Lender, Grantee shall thereafter make all payments otherwise due Borrower under the Easement payable directly to Lender. Borrower hereby waives any and all claims it may make against Grantee for failure to pay any Proceeds due Borrower pursuant to the terms of the Easement due to Grantee making any payments of Proceeds to Lender in accordance with the terms of this Agreement.

5. Amendment. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors or assigns.
6. Run with the Land. This Agreement shall be appurtenant to and run with and against the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. Effectiveness. The foregoing provisions of this Agreement shall be self operating and effective without the execution of any further instruments on the part of any party hereto.
8. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LENDER:

Farmers State Bank of Hartland

By: [signature]

Printed Name: Daniel Otten

Title: Sr. Vice President

GRANTEE:

BENT TREE WIND, LLC, a Minnesota limited liability company

Todd Wolmesky
By: on behalf of Thomas S. Carnahan

Printed Name: Thomas S. Carnahan

Title: Member/Manager

BORROWER:

Dale M. Brekke

By: Dale M Brekke

Printed Name: DALE M Brekke

Title: POA

BORROWER:

Larry S. Brekke

By: [signature]

Printed Name: LARRY S. BREKKE

Title: POA

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this 14th day of January, ~~2008,~~ 2009 ~~08~~ before me, the undersigned, a Notary Public, personally appeared ~~Thomas S. Carnahan,~~ Todd T. Velnosky sole **Member/Manager of Bent Tree Wind, LLC,** a Minnesota Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of Bent Tree Wind, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Kimberly J. Lewis
Notary Public

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

KIMBERLY J. LEWIS
My Commission Expires
May 22, 2011
Jefferson County
Commission #07052077

My Commission Expires: May 22, 2011

STATE OF Minnesota)
) SS.
COUNTY OF Freeborn)

On this 31st day of December, 2008, before me, the undersigned, a Notary Public, personally appeared Daniel Otten SVP of Farmers State Bank Minnesota corporation; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Mark H
Notary Public

MARK HEINEMANN
Notary Public
Minnesota
My Commission Expires January 31, 2011

My Commission Expires: 1-31-2011

STATE OF Minnesota)
) SS.
COUNTY OF Freeborn)

On this 22nd day of October, 2008, before me, the undersigned, a Notary Public, personally appeared Dale M. Brekke and Larry S. Brekke, attorneys in fact for Alpha T. Brekke; to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

Sean Stocker
Notary Public

SEAN STOCKER
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

My Commission Expires: 01/31/10

EXHIBIT G

HAZARDOUS MATERIALS STATEMENT

Landowner Name: Dale Brekke

Address: 425 St. Thomas Avenue Albert Lea, MN 56007

1. Wells (check one)
   a. __X__ There are no known wells situated on this property.
   b. _____ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below.

2. Solid Waste Disposal (check one)
   a. __X__ There is no known solid waste disposal site on this property.
   b. _____ There is a solid waste disposal site on this property, but no notice has been received from the Pollution Control Agency that the site is deemed to be potentially hazardous.
   c. _____ There is a solid waste disposal site on this property which has been deemed to be potentially hazardous by the Pollution Control Agency. The location(s) of the site(s) is stated below.

3. Hazardous Wastes (check one)
   a. __X__ There is no known hazardous waste on this property.
   b. _____ There is hazardous waste on this property and it is being managed in accordance with Pollution Control Agency rules.

4. Underground Storage Tanks (check one)
   a. __X__ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks).
   b. _____ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below.

5. Aboveground Storage Tanks (check one)
   a. __X__ There are no known aboveground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks).
   b. _____ There is an aboveground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below.

6. Private Burial Site (check one)
   a. __X__ There are no known private burial sites on this property.
   b. _____ There is a private burial site on this property. The location(s) of the site(s) is stated below. The known identifying information of the decedent is stated below.

Additional Information with respect to Items 1 through 6 above:

I HEREBY DECLARE THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature: ______________________ Date: 10/22/08