

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS AGREEMENT, made and entered into this November 26, 2012, by and between Janis Kreisler and Jeana Hansen ("Landlord"), whose address, for the purpose of this lease, is c/o Roger Kenkel, PO Box 235, Manilla, Iowa 51454, and Storm Lake Power Partners II LLC ("Tenant"), whose address for the purpose of this lease is 5320 50th Avenue, Alta, IA 51002.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Buena Vista County, Iowa:

That part of the North ½, NW¼, Section 35, Township 92 North, Range 38 West of the Fifth Principal Meridian, Buena Vista County, Iowa described as follows:

Commencing at the Northwest corner of said North ½, NW¼; thence South along the West line of said N½, NW¼ a distance of 165 feet; thence East along a line parallel to the North line of said N½, NW¼ a distance of 670 feet; thence North along a line parallel to the West line of said N½, NW¼ a distance of 165 feet, more or less, to a point on the North line of said N½, NW¼; thence West along the North line of said N½, NW¼ a distance of 670 feet, more or less, to the northwest corner of said N½, NW¼ and there terminating;

except for that portion of the above tract conveyed to the State of Iowa as reflected in the instrument recorded at Book 37 Deeds, pages 397-8, with the Recorder for Buena Vista County.

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on January 1, 2013, and continuing upon the terms and conditions as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent \$ 2,500.00 per year, in advance commencing on the 3rd day of January, 2013, and on the 3rd day of each year thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 10 % per annum.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.

4. **USE.** Tenant shall use the premises only for utility storage e.g. equipment, poles, wire, etc.

5. **CARE AND MAINTENANCE.**

(a) Tenant takes the premises as is.

(b) Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Tenant agrees to be responsible for all lane maintenance and snow removal.

6. UTILITIES AND SERVICES. Tenant shall pay for all utilities and services which may be used on the premises.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a year-to-year extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage).

B. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of \$100,000 each occurrence and \$500,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

11. INDEMNITY Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. REAL ESTATE TAXES. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

13. ENVIRONMENTAL

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.
3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.
4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.
5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.
2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in

conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

14. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

15. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than six months; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant thirty (30) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in thirty (30) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES


C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties

18. ADDITIONAL PROVISIONS.


Janis Kreisler, LANDLORD


Storm Lake Power Partners II LLC,
TENANT


Jeana Hansen, LANDLORD
By: Wayne A. Bode as Power of Attorney
for Jeana Fay Hansen

4-10-94

GRANT OF WINDPARK EASEMENT AND
EASEMENT AGREEMENT

ORIGINAL

THIS GRANT OF WINDPARK EASEMENT AND EASEMENT AGREEMENT ("Agreement") is made and entered into as of (the "Effective Date") by and between the Owner (defined below) and Midwest Wind Developers, a California General Partnership ("Midwest").

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

- 1.1 "Owner" Janis Kreisler + Leann Hansen
- 1.2 "Property" North Half of the NW Quarter of Section 35 Township 92 North, Range 38 West 5th P.M.,
more particularly described in Exhibit A.
- 1.3 "First Evaluation Period" Commencing on the Effective Date and continuing for 2 years.
\$500⁰⁰
- 1.4 "Second Evaluation Period" Commencing on the end of First Evaluation Period and continuing for 5 years.
- 1.5 "Minimum Rent" \$750⁰⁰ per Turbine per year
- 1.6 "Royalty Percentage" Two percent (2%) of Gross Operating Proceeds (defined in Section 5.3 below). Years 1-15
Four percent (4%) Years 16-33
- 1.7 "Addenda" The following Addenda are attached to this Agreement and incorporated into this Agreement:

Exhibit C

1.8 Address for Notices

(a) Owner:

Janis Kreisler
RR #1
108 GROVE, 51445
Phone: (712) 364-3174

(b) Midwest:

Midwest Wind Developers
13000 Jameson Road
Tehachapi, California 93561
Attn:
(805) 822-6835

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

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

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

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

Midwest.

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

4. Term.

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

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

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

5. Payments to Owner.

5.1 **Minimum Rent.** Commencing on the Effective Date and continuing on January 1st of each year until this Agreement is terminated, Midwest shall make annual payments to Owner of the Minimum Rent. Minimum Rent for partial years shall be prorated.

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

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

6. **Promises by Midwest.** Midwest promises, represents and warrants to Owner as follows:

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

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

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

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

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

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

7.2 **No Interference.** As long as Midwest is not in default under this Agreement, Midwest shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Owner or any party claiming through Owner. Owner may use the

Property for agricultural purposes but will not otherwise use the Property for / use which interferes with or is incompatible with Midwest's use of the Property or which in any way interferes with the wind flow across the Property. Owner will not sell, transfer, assign or encumber the Property or grant any license, easement or other right with respect to the Property which could interfere with Midwest's operations. Midwest shall have the right to remedy any such interference by any appropriate means and the cost therefor shall be immediately reimbursed to Midwest by Owner, with interest at a rate equal to the lesser of 5 points over the Prime Rate set forth in the "money rates" section of New York edition of the Wall Street Journal or the maximum rate permitted by law, and may be offset by Midwest against amounts owed to Owner under this Agreement.

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

8. Indemnification and Insurance.

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

8.2 **Insurance.** Midwest agrees to maintain liability insurance covering its activities on the Property and to name Owner as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of \$5 million. Midwest agrees to supply Owner with such certificates and other evidence of this insurance as Owner may reasonably request.

9. Encumbrance of Easements; Required Notices to Lenders.

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

9.2 **Covenants for Lenders' Benefit.** Should Midwest mortgage any of its interest as provided in Section 9.1 above, Midwest and Owner expressly agree between themselves and for the benefit of any lenders as follows:

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

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

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

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

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

11. **Termination.**

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

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

(b) The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, not to exceed one-hundred eighty (180) days, if such failure or omission cannot reasonably be cured with a thirty (30) day period) after written notice from the other party; or

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

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

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

12. **Miscellaneous Provisions.**

12.1 **Force Majeure - Delays.** Except as otherwise expressly provided in this Agreement, should the performance of any act required by this Agreement to be performed by either Owner or Midwest be prevented or delayed by reason of any acts of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

12.2 **Assignment.** Midwest shall at all times have the right to sell, assign, encumber, transfer, or grant easements to any or all of its rights and interests under this Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the term of this Agreement and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, transfer, or easement shall relieve Midwest of its obligations under this Agreement unless Midwest assigns its entire interest hereunder, in which event Midwest shall have no continuing liability. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon in perpetuity and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessors, employees, and agents. The easements shall inure to the benefit of Midwest and its successors, assigns, permittee, licensees, lessors, employees and agents.

12.3 **Further Assurances.** Each of the parties to this Agreement agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including consents to any assignments, pledges or transfers permitted under Section 9.2 and 12.2 and reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by Midwest of the rights granted under this Agreement. Owner expressly agrees that it will from time to time enter into reasonable nondisturbance agreements with any Lender which requests such an agreement providing that Owner shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Agreement. Owner and Midwest further agree that they shall, at any time during the term of this Agreement within (10) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications). The statements shall also state the dates on which the payments and any other charges have been paid and that there are no defaults existing or that defaults exist and the nature of such defaults. Owner agrees that within ten (10) days after receipt of written notice request by Midwest it shall: (a) join in all grants for rights-of-way and easements for electric and other public

utilities and facilities and any other electric power purpose including any power transmission line as Midwest shall deem necessary or desirable for its development and use of the Property; and (b) join with Midwest in requesting any and all zoning changes or other land use permits and/or approvals necessary for Midwest's development and use of the Property as contemplated by this Agreement.

12.4 Notices. All notices or other communications required or permitted hereunder, including notices to Lenders, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the parties at the addresses set forth on the first page hereof. Notices personally delivered or sent by overnight courier, shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 12.4.

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

12.6 Construction of Agreement.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

"OWNER"

Janis Kreidler

x *Deana Hansen*

"Midwest"

Midwest Wind Developers,
a California corporation

By: *Midwest Wind Developers*
Name: *Kenneth R. Hall*
Title: *Midwest Regional Manager*

RIGHT OF FIRST REFUSAL RIDER

TO GRANT OF WIND PARK EASEMENT AND EASEMENT AGREEMENT

If at any ~~time~~ during the term of this Agreement, Owner receives or obtains a bona fide written offer from a party who is not an affiliate of Owner for the purchase of all or any portion of the Property and Midwest is not then in default under this Agreement, Owner shall promptly notify Midwest of the terms and conditions of said offer. Midwest shall have ninety (90) days after receipt of (i) a copy of the written offer and (ii) evidence which reasonably indicates that the proposed purchaser has the financial capability to pay the purchase price, to purchase the Property, or applicable portion thereof, for the price and on substantially the same terms and conditions set forth in the written offer. If Midwest fails to elect to purchase the Property within the required time period, such failure shall be deemed an election not to purchase.

If Midwest elects to purchase the Property, or applicable portion thereof and gives Owner notice of such election within the applicable time period specified above, Owner shall be bound to sell the Property, or applicable portion thereof, to Midwest and Midwest shall be bound to purchase the Property, or applicable portion thereof, on substantially the same terms and conditions set forth in the written offer. Owner and Midwest shall execute a Purchase and Sale Agreement for that portion of the Property being sold and close such sale within six (6) months of Midwest's election to purchase.

This right of first refusal shall automatically expire upon expiration or termination of this Agreement.

*Deleted
Kenneth R. Hach*

ARBITRATION OF DISPUTES RIDER

TO GRANT OF WIND PARK EASEMENT AND EASEMENT AGREEMENT

ANY CONTROVERSY, CLAIM OR ~~DISPUTE~~ BETWEEN THE PARTIES ~~ARISING OUT OF~~ OR RELATED ~~TO THIS~~ AGREEMENT OR THE BREACH HEREOF WHICH CANNOT BE SETTLED AMICABLY BY THE ~~PARTIES~~, SHALL BE ~~SUBMITTED~~ FOR ARBITRATION IN ~~ACCORDANCE WITH~~ THE PROVISIONS CONTAINED HEREIN AND IN ACCORDANCE ~~WITH~~ THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("~~RULES~~"); PROVIDED, HOWEVER, THAT ~~NOTWITHSTANDING~~ ANY PROVISIONS OF SUCH RULES, THE PARTIES SHALL ~~HAVE~~ THE ~~RIGHT~~ TO TAKE DEPOSITIONS AND ~~OBTAIN DISCOVERY REGARDING THE~~ SUBJECT MATTER OF THE ARBITRATION. JUDGMENT ~~UPON THE~~ AWARD RENDERED ~~BY~~ THE ARBITRATORS ~~MAY~~ BE ENTERED IN ANY COURT ~~HAVING~~ JURISDICTION. THE ARBITRATORS SHALL DETERMINE ALL ~~QUESTIONS~~ OF FACT AND LAW ~~RELATING~~ TO ANY ~~CONTROVERSY~~, CLAIM OR ~~DISPUTE~~ ~~HEREUNDER~~, INCLUDING BUT NOT LIMITED TO WHETHER OR NOT ANY SUCH CONTROVERSY, CLAIM OR DISPUTE IS SUBJECT ~~TO~~ THE ARBITRATION PROVISIONS ~~CONTAINED~~ HEREIN.

COMMENCEMENT OF ~~PROCEEDINGS~~. ANY PARTY ~~DESIRING~~ ARBITRATION SHALL SERVE ~~ON THE~~ OTHER PARTY AND THE CLOSEST OFFICE ~~OF~~ THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE ~~WITH~~ THE RULES, ITS NOTICE OF ~~INTENT~~ TO ARBITRATE ("~~NOTICE~~"), ACCOMPANIED ~~BY THE~~ NAME OF THE ARBITRATOR SELECTED BY ~~THE~~ PARTY ~~SERVING~~ THE NOTICE. A SECOND ARBITRATOR SHALL BE CHOSEN BY THE OTHER PARTY, AND A THIRD ARBITRATOR SHALL BE ~~CHOSEN BY THE~~ TWO ARBITRATORS SO SELECTED. ~~IF~~ THE PARTY UPON ~~WHOM~~ THE NOTICE IS SERVED ~~FAILS~~ TO SELECT AN ARBITRATOR AND ADVISE THE OTHER PARTY OF ITS SELECTION ~~WITHIN FIFTEEN (15) DAYS~~ AFTER RECEIPT OF THE NOTICE, THE SECOND ARBITRATOR SHALL BE SELECTED ~~BY THE~~ FIRST ARBITRATOR. ~~IF THE~~ TWO ARBITRATORS SO CHOSEN CANNOT ~~AGREE~~ UPON A THIRD ARBITRATOR WITHIN TEN (~~10~~) DAYS AFTER ~~THE~~ APPOINTMENT OF A SECOND ARBITRATOR, THE THIRD ARBITRATOR SHALL BE SELECTED IN ACCORDANCE ~~WITH~~ THE RULES. THE ~~ARBITRATION~~ PROCEEDINGS PROVIDED HEREUNDER ARE HEREBY DECLARED TO BE SELF-EXECUTING, AND IT SHALL NOT BE NECESSARY TO PETITION A COURT TO COMPEL ~~ARBITRATION~~.

LOCATION. ALL ARBITRATION ~~PROCEEDINGS~~ SHALL ~~BE HELD~~ DES MOINES, IOWA.

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

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

INITIALS: ZOND KRH OWNER J.K. * 4 H



EXHIBIT C

This exhibit is agreed to and hereby made a part of the lease agreement.

Midwest Wind Developers will pay for any crop or land damage as a result of the Midwest Wind Developers construction of the wind farm.

Midwest Wind Developers will at the end of this agreement remove all equipment to at least three (3) FEET BELOW ground and return the area to its original condition.





Midwest Regional Office
P.O. Box 16
Peru, Illinois 61354
815-223-5538
FAX: 815-224-4191

STEWART TITLE Guaranty Company
1220 Washington, Suite 100 (64105)
P. O. Box 26190 (64181)
Kansas City, Missouri
816-471-4266

Parcel 26

DOCUMENT # 984142 DOCUMENT # 982153

fee 5.00
98 NOV 9 12:32
By *Shari L. O' Bannon*
By Mary Westland deputy
SHARI L. O'BANNON
RECORDER
BUENA VISTA COUNTY

fee 36.00
99 JUN 17, 11:55
By *Shari L. O' Bannon*
By Mary Westland deputy
SHARI L. O'BANNON
RECORDER
BUENA VISTA COUNTY

INDEX

AMENDMENT TO AND REAFFIRMATION OF
GRANT OF WINDPARK EASEMENT AND
EASEMENT AGREEMENT
AND MEMORANDUM OF EASEMENT

THIS AMENDMENT TO AND REAFFIRMATION OF GRANT OF WINDPARK EASEMENT AND EASEMENT AGREEMENT ("Agreement") is made and entered into as of THIS 19th DAY OF March, 1998 by and between Jam's Kreisler and Jeana Hansen ("Owner"), with the consent of Harry Kreisler, spouse of Janis Kreisler, and VE fejq, spouse of Jeana Hansen, and Midwest Wind Developers, a California general partnership ("Easement Holder"), with reference to the following facts:

Pursuant to that certain Grant of Windpark Easement and Easement Agreement ("Original Easement Agreement") dated with an Effective Date of 1/20/91, by and between Easement Holder, on one hand, and Owner, on the other, Owner granted and conveyed to Easement Holder easements for wind resource evaluation, wind energy development, energy transmission and related wind energy development uses on, over and across mat certain property located in Buena Vista County, County, Iowa, and described in an Exhibit attached thereto.

A. A Memorandum of Easement (the "Memorandum") pertaining to the Original Easement Agreement was recorded in the Office of the County Recorder of Buena Vista County, Iowa on January 3, 1994, as Instrument No. 2916, on Pages 579-583 of Book 35 of said Records.

B. Upon later investigation, the parties learned that the legal description contained in the Exhibit to the Original Easement Agreement and the Memorandum inadequately described that certain property located in Buena Vista County, Iowa, more particularly described in Exhibit A attached hereto ("Property"), mat the parties intended to encumber under the Original Easement Agreement.

C. The parties desire to enter into this Agreement in order to amend, clarify, replace and reaffirm the Original Easement Agreement and the Memorandum, and to remove the legal description attached as an exhibit to or incorporated in each, and to insert the particular description of the Property contained in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby amend, clarify, replace and reaffirm the Original Easement Agreement and Memorandum and agree as follows:

982153 1180lv.2
SL I - Parcel 26

1. **Capitalized Terms; Incorporation by Reference.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Original Easement Agreement. By signing this Agreement, each of the undersigned agree that the Original Easement Agreement, all addenda thereto, and the Memorandum are incorporated by this reference as if fully set forth herein.

2. **Amendments to the Original Easement Agreement and the Memorandum.** The Original Easement Agreement and the Memorandum are amended as follows:

a. **Owner.** The term "Owner" as used in the Easement and the term "Grantor" in the Memorandum, shall mean the term "Owner" as defined above.

b. **Property.** The definition of "Property" set forth in Section 1.2 of the Original Easement Agreement and Exhibit A of the Memorandum shall be amended to state the legal description of Property set forth in Exhibit A attached hereto and incorporated herein by this reference.

c. **Effective Date.** The following shall be added as Section 1.9 to the Original Easement Agreement:

"1.9 Effective Date: December 20, 1993."

d. **Amendment to Section 10 of the Original Easement Agreement.** Section 10 of the Original Easement Agreement shall apply to condemnation proceedings by public utilities and other private parties as well as by government agencies or governmental bodies.

e. **Amendments to Exhibit C of the Original Easement Agreement.**

i. The first paragraph to Exhibit C of the Original Easement Agreement regarding damage to crops is amended to read as follows:

"Easement Holder shall pay Owner for any damage to crops caused by Easement Holder's activities on the Property during the construction phase of the wind-generated energy project that will be located, in part, on the Property (the "Project")."

3. **Release and Waiver.** In connection with the Original Easement Agreement, all addenda thereto, the Memorandum and this Agreement, each of the undersigned hereby subjects all rights of dower, homestead and distributive share in and to the Property to the easements and related rights set forth in the Original Easement Agreement, all addenda thereto, the Memorandum, and this Agreement, and waives all rights of exemption as to any of the Property as against such easements and related rights.

4. **Mortgages.** Owner shall use best efforts to cause any mortgages on the Property to be subordinated to this Agreement in a form satisfactory to Easement Holder and in a timely manner, no later than sixty (60) days from the date hereof.

5. **Right to Cancel.** Owner hereby acknowledges that Owner has received notice of the right to cancel this Agreement in accordance with Iowa Code Section 478.33.

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

7. Effect of Agreement. This Agreement shall be effective as of the date first above written. This Agreement supercedes and replaces the Original Easement Agreement, all addenda thereto, and the **Memorandum**, although the parties acknowledge that all of the terms thereof are incorporated herein by reference as set forth in Section 1 above.

Remainder of page left intentionally blank.

982153

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

"OWNER"

Janis Kreisler
Janis Kreisler

Harry Kreisler
Harry Kreisler, spouse

Jeanne Hansen
Jeanne Hansen

Laura Hansen
Laura Hansen, spouse

"EASEMENT HOLDER"

MIDWEST WIND DEVELOPERS,
a California general partnership

By: Midwest Wind Developers
Name: Kenneth R. Hacc
Title: Midwest Regional Manager

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Loretta Haynes
Resource Administrator
Enron Wind Development Corp.
P.O. Box 1910
Tehachapi, CA 93561

11801v.2
SL I - Parcel 26

982153

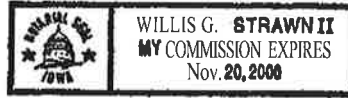
984142

NOTARIAL ACKNOWLEDGMENTS

STATE OF Iowa)
COUNTY OF Buena Vista) ss:

On this 19th day of March, 1998 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JANIS KREISLER & MARY KREISLER to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Willis G. Strawn II
Notary Public in and for said State



STATE OF Iowa)
COUNTY OF Buena Vista) ss:

On this 20th day of March, 1998 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Deana rtut X t i n s U e i s o n to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Bonita K. Gordon
Notary Public in and for said State



982153

984142

NOTARIAL ACKNOWLEDGMENTS

STATE OF Texas)
) ss:
COUNTY OF Brewster

On this 20th day of March, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth D. [unclear], to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Bonita K. Gordon
Notary Public in and for said State



STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 19__, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known to be the identical person named in and who executed (he within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Notary Public in and for said State

NOTARIAL ACKNOWLEDGEMENTS

984142

STATE OF IOWA)
COUNTY OF BUENA VISTA)ss:

On this 20th day of March, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Leana Chapman, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Bonita K. Gordon
Notary Public in and for said State

STATE OF IOWA)
COUNTY OF BUENA VISTA)ss:

On this 20th day of March, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared La. Verno E. Hansen, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Bonita K. Gordon
Notary Public in and for said State

STATE OF IOWA)
COUNTY OF BUENA VISTA)ss:

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Notary Public in and for said State

984142

STATE OF Iowa

COUNTY OF Buena Vista

)
)SS:
X

On this 20th day of March, 1998, before me, the undersigned, a Notary Public in and for the said State, personally appeared Kenneth R. Hach to me personally known, who, being by me duly sworn, did say that he is the Midwest Regional Manager of Zond Iowa Development Corporation, a California corporation, a General Partner of Midwest Wind Developers, a California general partnership executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation as General Partner of Midwest Wind Developers, a California general partnership, by authority of the corporation's Board of Directors; and that he as such officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and general partnership by it and by him voluntarily executed.

Bonita K. Gordon
Notary Public in and for the State of IOWA

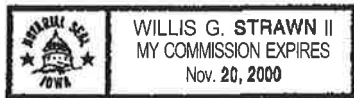


NOTARIAL ACKNOWLEDGEMENTS

984142

STATE OF IOWA)
COUNTY OF BUENA VISTA),ss:

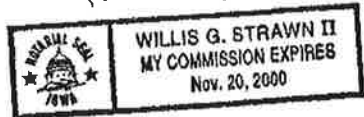
On this 11th day of March, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JANIS KREISLER, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as rather voluntary act and deed.



Willis G. Strawn II
Notary Public in and for said State

STATE OF IOWA)
COUNTY OF BUENA VISTA),ss:

On this 19th day of March, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY KREISLER, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.



Willis G. Strawn II
Notary Public in and for said State

STATE OF IOWA)
COUNTY OF BUENA VISTA),ss:

On this ___ day of _____, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known to be the identical person named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Notary Public in and for said State

982153

EXHIBIT A

984142

Legal Description of Property

That certain property located in Buena Vista County, Iowa described as follows:

The North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 35, Township Ninety-two (92) North, Range Thirty-eight (38) West of the 5th P.M., EXCEPTING a parcel conveyed to the State of Iowa in the Deed recorded in Book 37, Pages 397-398 of the Records of Buena Vista County, Iowa.

2016

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BOOK 95 OF M PAGE 519-583

pd
Loretta Haynes
Resource Administrator
Zond Systems, Inc.
P.O. BOX 1910
Tehachapi, CA 93561

'94 JAN 3 ' AM 11 03

Lu Jbc
Shari M. O'Hanrahan

BUENA VISTA CO. RECORDER

Shirley L. Anderson et

INDEXED

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

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is made, and entered into by and between *Leana .. Hansen*, and *Janis Kreisler* (referred to herein as ("Grantor")) and MIDWEST WIND DEVELOPERS, a California general partnership ("Midwest").

WHEREAS:

A, The parties have entered into a Grant of Wind Park Easement and Easement Agreement (the "Agreement") which by its terms grants to Midwest certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

B. The parties desire to enter into this Memorandum of Easement which is to be recorded in order that third parties may have notice of the interest of the Grantor and Midwest in the Property and of the existence of the Easement,

NOW, **THEREFORE**, in consideration" of the rents and covenants provided in the Agreement to be paid and performed by Midwest, Grantor hereby grants to Midwest the Property on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum of Easement by reference as though fully set forth herein, and the Easement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Easement and the Agreement, the terms of the Agreement shall prevail.

2016

IN WITNESS WHEREOF, the parties have executed this Memorandum of Easement as of the dates set forth below.

"GRANTOR"

12-22-17 Janis Kreidler
Lyonsa Mansion

12/20/17
Date

"ZOND"

Midwest Wind Developers,
a California general partnership
P.O. Box 1910
Tehachapi, CA 93561

12/20/17
Date

By Timothy R. Hart
Title Midwest Regional Mgr

Exhibit A
Legal Description of Property

North Half of the N.W Quarter of
Section 35, Township 92 North,
Range 38 West of the 5th P.M.

NOTARIAL ACKNOWLEDGEMENTS

State of Iowa }
County of Dick } ss.

On this the 20th day of December, 1989
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared Janis Kreister personally
known to me or proved to me on the basis of satisfactory evidence
to be the person that executed the within instrument and
acknowledged to me that they executed the same.

WITNESS my hand and official seal. [Seal]



Joy R. Sharkey
Notary Public in and for said
County and State

State of ~~California~~ }
County of Ida } ss.

On this the 20th day of December 1989,
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared M. R. Back
personally known to me or proved to me on the basis of satisfactory
evidence to be the _____ of the Corporation
that executed the within instrument and acknowledged to me that
said Corporation executed the same pursuant to its bylaws or a
resolution of its Board of Directors.

WITNESS my hand and official seal. [Seal]



Joy R. Sharkey
Notary Public in and for said
County and State

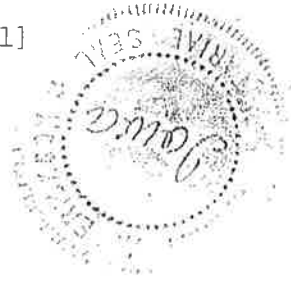
NOTARIAL ACKNOWLEDGEMENTS

State of IOWA }
County of POLK } ss.

On this the 22 day of December, ~~1989~~ 1993
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared JEANA HANSEN personally
known to me or proved to me on the basis of satisfactory evidence
to be the person that executed the within instrument and
acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[Seal]



Jeana Hansen
Notary Public in and for said
County and State

State of ~~California~~ Iowa }
County of ~~Essex~~ } ss.

On this the ___ day of _____, 1989,
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared _____
personally known to me or proved to me on the basis of satisfactory
evidence to be the _____ of the Corporation
that executed the within instrument and acknowledged to me that
said Corporation executed the same pursuant to its bylaws or a
resolution of its Board of Directors.

WITNESS my hand and official seal.

[Seal]

Notary Public in and for said
County and State