

## AMENDMENT TO LAND LEASE AND WIND EASEMENT

This Amendment to Land Lease and Wind Easement ("Amendment") is made on Jan. 9, 2009 (the "Effective Date") between Harold & Shirley Kott (collectively, "Lessor"), and Geronimo Wind Energy, LLC, a Minnesota limited liability company ("Lessee").

WHEREAS, Lessor and Lessee entered into that Land Lease and Wind Easement, dated Jan. 9, 2009 ("Lease").

WHEREAS, pursuant to Section 10.3 of the Lease, Lessor and Lessee desire to amend certain provisions of the Lease.

NOW, THEREFORE, Lessor and Lessee mutually agree as follows:

Section 1.2 of the Lease is hereby amended in its entirety to read:

### **Section 1.2 Wind Easement**

Any obstruction to the free flow of the wind is prohibited throughout the entire area of the real property owned by Lessor and described on Exhibit B (the "Easement Premises"), which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is 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 Easement Premises, together vertically through all space located above the surface of the Easement 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 Easement Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. Trees, structures and improvements located on the Easement Premises as of the Effective Date shall be allowed to remain and Lessee may not require their removal. Lessor may not place or plant any trees, structures or improvements on the Easement Premises greater than thirty-five (35) feet in height, when fully constructed or grown, after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with the flow of wind to any Site or Wind Facility, unless Lessor has received approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, (i) Lessor may replace any structure or improvement located on the Easement Premises as of the Effective Date (the "Original Structure or Improvement") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "New Structure or Improvement"), provided that such New Structure or Improvement does not obstruct the free flow of wind in any way that is more detrimental to the Easement Premises than the Original Structure or Improvement, and (ii) on any contiguous, non-tillable land containing an existing home site on the Easement Premises (the "Existing Homestead"), Lessor may place or plant any trees, structures or improvements within 200 feet from the edge of such Existing Homestead, provided such trees, structures or improvements do not exceed thirty-five (35) feet in height when fully constructed or grown, and provided further that such trees, structures or improvements are not located within seven hundred fifty (750) feet of any Wind Facilities. If at

any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion. The provisions of this Section 1.2 shall survive the termination of this Lease for the full Term.

Section 5.2(b) is amended in its entirety to read as follows:

- (b) Notwithstanding the provisions of the foregoing Section 5.2(a) and of Section 1.2, Lessor shall have the right to replace or repair any structures or improvements located on the Premises as of the Effective Date, so long as such structures or improvements do not exceed the height of the existing structure, and are replaced or repaired in substantially the same location as the structures or improvements in existence on the Premises as of the Effective Date. Further, Lessor shall have the right to construct not more than one (1) Small Turbine (as defined below) on the Premises for Lessor's personal use, so long as such Small Turbine is sited within two hundred fifty (250) feet of Lessor's existing building site. A "Small Turbine" shall be defined as a wind turbine for residential or farm use by Lessor, with a nameplate capacity of 40 kW or less and a hub height of sixteen (16) meters or less.

Section 6.2 is amended in its entirety to read as follows:

#### **Section 6.2 Crop Damage**

The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Wind Facilities on the Premises. The price at which the crop damage will be reimbursed during Lessee's construction and installation of the Wind Facilities will be taken by multiplying the five year average yield of the crop planted on the premises by the average price of that commodity from March through June in the year that construction occurs. In the two (2) years following Lessee's construction and installation of Wind Facilities on the Premises, Lessee agrees to compensate Lessor for lost yield due to compaction in those specific areas where Wind Facilities were constructed (the "Compaction Loss Period"). Year one Compaction Loss Period payments will be 50% yield for corn, and 25% yield for soybeans. Year two Compaction Loss Period payments will be 25% yield for corn and 10% yield for soybeans. Crop yields will be determined by multiplying the five year average yield of the crop planted on the premises by the average price of that commodity from March through June of the current year, and payments by Lessee to Lessor under this Section 6.2 shall be irrespective of actual losses by Lessor. After the Compaction Loss Period, Lessee shall not be responsible to pay Lessor or Lessor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use the portion of the Premises occupied by Wind Facilities.

The remaining provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 9<sup>th</sup> day of January, 2009

LESSOR:

Harold J. Korver

A. Shirley Korver

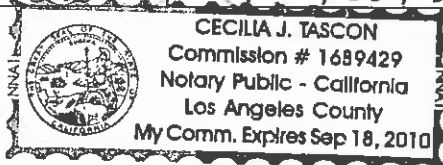
LESSEE:

GERONIMO WIND ENERGY, LLC

[Signature]  
George Charles Daum, Director of Development

STATE OF Ca,  
COUNTY OF Los Angeles ss.

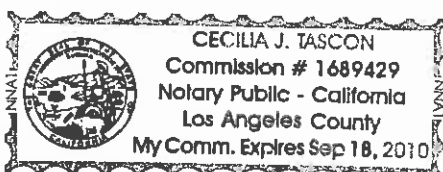
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2009 by Harold J. Korver



Cecilia J. Tascon  
Notary Public

STATE OF Ca,  
COUNTY OF Los Angeles ss.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2009 by Alma Shirley Korver



Cecilia J. Tascon  
Notary Public

STATE OF MINNESOTA )

COUNTY OF Hennepin ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2009 by George Charles Daum, the Director of Development of Geronimo Wind Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Heather Jeanne Droel  
Notary Public

