

WIND FARM COOPERATION AGREEMENT

This Wind Farm Cooperation Agreement (“Agreement”), is entered into this ____ day of _____, 20____ (the “Effective Date”), by and between _____ (collectively the “Owner”) and Ridge Wind Energy, LLC, (“Developer”), a Wisconsin Limited Liability Company.

RECITALS

- A. Developer is interested in developing a state of the art wind farm (the “Wind Farm”) in Wisconsin to generate clean electrical power for delivery to the utility-grid under a wholesale contract with a power purchaser.
- B. The Wind Farm will consist of wind turbine generators, pad mounted transformers, one or more electrical substations, service roads, wind monitoring equipment, below and above-ground electrical transmission and communications lines and all other facilities required for operation of the Wind Farm (“Windpower Facilities”). The size of the Wind Farm will be determined based on the capacity of the available transmission, the topography in the area and negotiations with the power purchaser. Developer expects that its nameplate capacity will be between 50 and 100 megawatts.
- C. Developer intends to undertake due diligence investigations of the suitability of prospective properties, including Owner’s property, described herein (the “Property”) for inclusion in the Wind Farm. Due diligence activities will likely include a wind assessment, environmental and technical reviews, design engineering, assessment of local zoning and other permitting requirements, and meetings with local and county officials.
- D. Owner is willing to cooperate with development of the Wind Farm and will work with Developer in good faith negotiations towards a mutually acceptable lease agreement.

AGREEMENT

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

The parties agree as follows:

- 1. Cooperation in Development Activities. Owner agrees to cooperate with Developer in its development activities of the Wind Farm in the following ways:
 - (a) Owner agrees to allow Developer to include its land in any proposal submitted to a third party to develop a Wind Farm on the subject Property and sell electricity to a prospective power purchaser;

- (b) Owner agrees to allow Developer, its employees, agents, contractors or subcontractors the right to enter the Property for the purpose of undertaking surveying, soil testing, environmental assessments, the installation, inspection, maintenance and removal of wind monitoring equipment and other related activities necessary for the development of a Wind Farm;
 - (c) Owner agrees to cooperate with Developer in any zoning or other permitting proceedings that may be required to install wind turbine generators, wind monitoring equipment, and other project components on the subject Property; however, all costs and expenses that may be incurred or assessed directly or indirectly with respect to such matters shall be borne solely by Developer;
 - (d) Developer agrees to compensate Owner for any crop loss or destruction at fair market value resulting from any of Developer's activities on the Property;
 - (e) Developer agrees to indemnify Owner against liability for injuries and claims for direct damage to the extent caused by Developer's equipment or activities. Developer shall further maintain liability insurance insuring against any claims of damage or injury caused by Developer's meteorological tower or other equipment;
 - (f) If during the Term of this Agreement, Owner is approached by another wind farm developer and enters into negotiations with such other party, regarding the development of a wind farm on the Property, Owner agrees to provide Developer written notice within fourteen (14) days that such negotiations are underway. Within at least ninety (90) days prior to entering into any agreement with such other wind farm developer that would otherwise preclude Developer from developing its Wind Farm on the subject property, Owner agrees to provide Developer with written notice and a right of first refusal to enter into an agreement with Owner under the same material terms and conditions.
2. Term of this Agreement. This Agreement will be effective as of the date of execution by the parties and shall expire on December 31, 2014, or upon the execution of a lease option or ground lease agreement between Developer, its successors or assigns and the Owner.
 3. Payments to Owner. In consideration for entering into this Wind Farm Cooperation Agreement, Developer shall pay Owner the amount of Ten Dollars (\$10.00).
 4. Notices. All notices hereunder shall be in writing and shall be considered given either when delivered in person, or one business day after deposit with a reputable overnight delivery service or three business days after mailing, if sent by certified or registered mail, to the address given below:

If to Owner: _____

If to Developer: Will Cummings
Ridge Wind Energy
120 W. Verona Avenue
Verona, Wisconsin 53593
rwemail@ridgewindenergy.com
608-848-8649

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

5. Successors and Assigns. This Agreement shall run with the land, and may be assigned subject to the same terms and conditions. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.
6. Further Assurances. Each party agrees to cooperate with the other party and to execute any additional documents reasonably necessary or proper to carry out the provisions and spirit of this Agreement.
7. Description of the Property. See Exhibit "A" attached hereto.

Approximate Acreage: _____

OWNER:

Print Name: _____

Print Name: _____

DEVELOPER:

By: _____

Print Name: _____

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