

Signed: *Becky McCann*

Becky McCann - County Recorder
Jackson County
State of Minnesota

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#759

AND RETURN TO:

enXco Development Corporation
Midwest Development Office
10 Second Street Northeast, Suite 107
Minneapolis, Minnesota 55413
Attention: Land Manager
612-746-0770

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT is made and entered into as of July 21, 2009, (the "Effective Date") by and between the Grantor (defined below) and the Grantee, Power Partners Midwest, LLC, a Delaware limited liability company, together referred to as "the Parties". The purpose of this Memorandum is to document that there has been granted an Easement for wind power development on the property defined below.

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

1.1 "Grantor" Mryna Hunt, as to a Life Estate, as to Parcels 1, 2, and 3
45922 780th Street
Lakefield, MN 56150;

Marsha Friesen

~~(married to, or a single person),~~
Remainderman, as to Parcel 1;

Kenneth Hunt

~~(married to, or a single person),~~
Remainderman, as to Parcel 2; and

Scott Hunt

~~(married to, or a single person),~~
Remainderman, as to Parcel 3

- 1.2 "Grantee" Power Partners Midwest, LLC
 700 La Terraza Blvd.
 Suite 200
 Escondido, CA 92025-3868
- 1.3 "Property" A description of the real property subject
 to the easement and benefiting from the easement.
 Described in Exhibit A.
- 1.4 Description of wind easement in degrees of horizontal and
 vertical angle. Described in Exhibit A-1
- 1.5 "Address for Notices"

(a) Grantor: Marsha Friesen
 908 Guerrero Street
 San Francisco, CA 94110
 Phone: 415-641-0681

(b) Grantee: Power Partners Midwest, LLC
 Attention: Development Department
 700 La Terraza Boulevard, Suite 200
 Escondido, CA 92025
 Facsimile: (760) 740-7030

with a copy to:
enXco Development Corporation
Midwest Development Office

10 Second Street Northeast, Suite 107
Minneapolis, Minnesota 55413
Attention: Land Manager
Facsimile: (612) 746-0777

1.6 Term

The Easement shall end on that date (the “**Expiration Date**”) which is three hundred and sixty (360) full calendar months following the Wind Plant Operation Date (including the first full calendar month following any partial calendar month at the beginning of the Operating Period). Unless Grantee files for record a Termination of Easement, this Wind Plant Easement is in full effect.

GRANTOR:

~~(spouse, if any, signature)~~

~~(spouse, if any, printed name)~~

~~(spouse, if any, signature)~~

~~(spouse, if any, printed name)~~

~~(spouse, if any, signature)~~

~~(spouse, if any, printed name)~~

Scott Hunt
Scott Hunt

~~(spouse, if any, signature)~~

~~(spouse, if any, printed name)~~

GRANTEE:

Power Partners Midwest, LLC
a Delaware limited liability company

By: enXco, Inc.
a Delaware corporation, its member

By: Stephen Peluso
Stephen Peluso
Vice President, Development
Midwest Region

ACKNOWLEDGMENTS

STATE OF Minnesota)
COUNTY OF Jackson) ss.

The foregoing instrument was acknowledged before me on July 20, 2009, by
Marsha Friesen, as Attorney-In-Fact for Myrna Hunt.



Place Notary Seal Above

Donna Rae Johnson
Signature of Notary Public

STATE OF Minnesota)
COUNTY OF Jackson) ss.

The foregoing instrument was acknowledged before me on July 20, 2009, by
Marsha Friesen _____ (and spouse, if any, or a
single person).

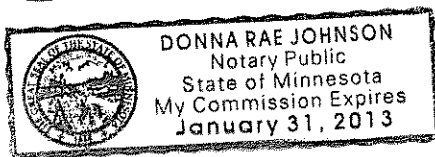


Place Notary Seal Above

Donna Rae Johnson
Signature of Notary Public

STATE OF Minnesota)
COUNTY OF Jackson) ss.

The foregoing instrument was acknowledged before me on July 20, 2009, by
Kenneth Hunt _____ (and spouse, if any, or a single
person).

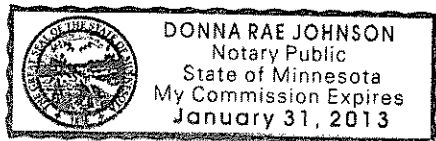


Place Notary Seal Above

Donna Rae Johnson
Signature of Notary Public

STATE OF Minnesota)
COUNTY OF Jackson) ss.

The foregoing instrument was acknowledged before me on July 21, 2009, by
Scott Hunt _____ (~~and spouse, if any,~~ or a single
person).

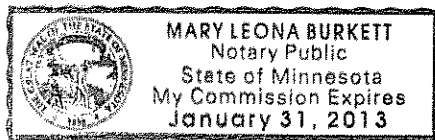


Place Notary Seal Above

Donna Rae Johnson
Signature of Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me on August 3rd, 2009,
by Stephen Peluso, the Vice President, Development, Midwest Region, of enXco, Inc., a
Delaware corporation, member of Power Partners Midwest, LLC, a Delaware limited liability
company, on behalf of said corporation.



Place Notary Seal Above

Mary L Burkett
Signature of Notary Public

EXHIBIT A

(Legal description of the Property in Jackson County, Minnesota)

(One Parcel Only)

Tax Parcel ID No.: 09.021.0200 5-379

Parcel #1: ✓ The West one-third (1/3) of the Southeast Quarter (SE ¼) of Section 21, Township 102 North, Range 36, West of the Fifth Principal Meridian, Jackson County, Minnesota.

Parcel #2: ✓ The Southeast Quarter (SE ¼), except the West one-third (1/3) and the East one-third (1/3), of Section 21, Township 102 North, Range 36, West of the Fifth Principal Meridian, Jackson County, Minnesota.

Parcel #3: ✓ The East one-third (1/3) of the Southeast Quarter (SE ¼) of Section 21, Township 102 North, Range 36, West of the Fifth Principal Meridian, Jackson County, Minnesota.

Acres: 160.00, more or less

EXHIBIT A-1

Wind Easement Description

Any obstruction to the free flow of the wind is prohibited throughout the entire area of the property described in Exhibit A ("Property"), which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine generating machine is or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, 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 Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property; provided, however, that trees, structures and improvements located on the Property as of the Effective Date shall be allowed to remain.