

**CONTRIBUTION AGREEMENT
CITY OF LEXINGTON**

COPY

This agreement (“**Agreement**”) is made this 25th day of October, 2010 (“**Effective Date**”) by and between the City of Lexington, Illinois, an incorporated village (“**Lexington**”), and Lexington Chenoa Wind Farm LLC, a Delaware limited liability company (“**Developer**”).

WITNESSETH:

Developer is proposing to construct and operate a wind energy conversion system in one or more phases collectively referred to as the Bright Stalk Wind Farm, to be located in McLean County, Illinois (the “**Project**”).

The Project, as currently proposed, is regulated by McLean County and the McLean County, Illinois Zoning Ordinance, and Developer has made application to McLean County for a special use permit.

Lexington supports construction of the Project. Among other benefits, Lexington believes the Project will provide valuable economic development and will have beneficial effects for the economy and the residents of Lexington and the immediately surrounding area and communities.

In order to alleviate concerns that construction of the Project could financially impact Lexington’s citizens by burdening Lexington’s infrastructure or services, and the potential for unanticipated or unbudgeted expenses, Developer is willing to make a contribution to assist in offsetting any such expenses provided that (i) all governmental approvals necessary to develop, construct, and operate the Project are obtained, and (ii) the Project commences construction and achieves commercial operation.

NOW, THEREFORE, BE IT AGREED BY AND AMONG LEXINGTON AND DEVELOPER AS FOLLOWS:

1. Lexington shall support the efforts of Developer to obtain, from each and every governmental authority necessary, including but not limited to judicial, legislative, executive, administrative, or regulatory, and federal, state, or local (collectively “**Governmental Authorities**”), any and all approvals necessary to develop, construct and operate the Project. Without limiting the foregoing, Lexington agrees to support Developer’s efforts to obtain a favorable recommendation from the McLean County Zoning Board of Appeals and the granting of a special use permit by the McLean County Board for the Project.

2. If all necessary approvals are obtained from Governmental Authorities and Developer constructs the Project substantially as proposed in its special use permit application filed with McLean County, Illinois and the Project achieves commercial operation, but only in such events, Developer shall make the following payments to Lexington: (i) prior to the Commencement of Construction (defined below) the sum of Eight Thousand Dollars (\$8,000.00) (the “First Contribution Payment”); and (ii) Eight Thousand Dollars (\$8,000.00) on the first year anniversary of the date of commencement of construction of the Project (the “Second Contribution Payment”); and (iii) Eight Thousand Dollars (\$8,000.00) on the second year anniversary of the date of commencement of construction of the Project (the “Third Contribution Payment”). The First Contribution Payment, the Second Contribution Payment and the Third Contribution Payment are each a “**Contribution Payment**” and collectively, the “**Contribution Payments**”. Notwithstanding the foregoing, in the event that Lexington completes the annexation of not less than two hundred (200) acres out of the parcel located in Sections 4 and 5, Township 25N, Range 5 East, McLean County, Illinois with a tax parcel identification number of 09-05-400-003 (the “Annexation”) prior to the date of the First Contribution Payment, then each Contribution Payment shall be increased to the sum of Sixteen Thousand Dollars (\$16,000.00). “Commencement of Construction” shall mean the commencement of construction on an

unlimited basis of one or more turbine foundations within the extraterritorial jurisdiction of the City of Lexington, Illinois.

2. Lexington agrees that as of the Effective Date, no licenses, permits, or approvals are required by or from Lexington for the development, construction, or operation of the Project, and this Agreement acknowledges Lexington's full and complete review and approval of the Project as proposed and that Developer has provided Lexington all information requested by Lexington regarding the Project. Lexington further agrees that no license, permit or approval shall be required, nor shall additional charges, fees or exactions be imposed by Lexington, after the Effective Date and for the duration of commercial operation of the Project.

3. If Developer shall fail to timely pay any Contribution Payment, Developer shall be liable for interest on such unpaid amount from the due date until the date of payment at the rate of six percent 6.0% per annum; provided that, if any Contribution Payment remains outstanding sixty (60) days after written notice of delinquency and demand for payment is received by Developer from Lexington, Lexington may bring an action for money damages; provided that the foregoing shall be Lexington's sole and exclusive remedies for failure of Developer to timely pay Contribution Payments. Without limitation of the foregoing, Lexington agrees that it shall not claim or be entitled to any equitable remedy related to the enforcement of this Agreement, and in particular, Lexington shall not seek, before any Governmental Authority, to enjoin, protest, object to, cancel or otherwise interfere with permitting, construction or operation of the Project on the grounds that Developer fails to make any payments required by this Agreement, nor on grounds that the Project does or may adversely affect the inhabitants of Lexington by burdening infrastructure of or services provided by Lexington, that the Project has or could result in Lexington incurring unanticipated and unbudgeted costs, nor based on any other actual or purported deleterious effects of the Project, now or in the future; provided, however, that this

Paragraph 4 shall not preclude Lexington from seeking legal remedies (other than equitable remedies) arising in respect of a breach by Developer of its obligations under this Agreement.

4. Lexington agrees to indemnify and hold harmless Developer, its parent and affiliated entities, and the respective directors, officers, members, agents, employees, successors and assigns of each, from and against any and all claims, demands, losses, attorneys' fees and expenses to the extent arising out of or resulting from Lexington's violation, breach or nonperformance by Lexington of this Agreement.

5. Developer agrees to indemnify and hold harmless each of Lexington, its officers, members, agents, employees, successors and assigns of each of them from and against any and all claims, demands, losses, attorneys' fees and expenses to the extent arising out of or resulting from Developer's violation, breach or nonperformance of this Agreement.

6. Each of Developer and Lexington hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf, and Lexington represents and warrants that Mayor John Mohr is authorized to execute this Agreement on behalf of Lexington.

7. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

8. This Agreement may be assigned, in whole or in part, by Developer to one or more affiliates of Developer or Horizon Wind Energy LLC, provided that any such assignee expressly agrees to assume the rights and obligations of Developer hereunder.

11. 10. Developer may pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any of its rights, interests and obligations under this Agreement to any (i) any lender or equity investor (including any tax equity investor) providing

financing for the Project as security for Developer's obligations under the financing agreements (including a trustee or agent for the benefit of its lenders) and (ii) any power purchaser. This Agreement shall inure to the benefit of and shall be binding on the parties hereto and their respective successors, assigns and legal representatives.

[signatures appear on next page]

SIGNED as of the Effective Date.

CITY OF LEXINGTON, ILLINOIS,
an incorporated village

By: John Mohr

Name: John Mohr

Title: Mayor

LEXINGTON CHENOA WIND FARM LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____