

**HORIZON WIND ENERGY, LLC
808 TRAVIS, SUITE 700
HOUSTON, TEXAS 77002**

March 9, 2010

George Richard Harris Jr. and Jill M. Harris
8224 E 400 N
Muncie, Indiana 47303

Re: License for Meteorological Tower

Dear Mr. and Mrs. Harris:

As discussed, the purpose of this letter ("Agreement") is to memorialize the agreement between Horizon Wind Energy LLC, a Delaware limited liability company ("Licensee") and **George Richard Harris Jr. and Jill M. Harris** ("Owner") regarding the installation of one or more anemometers, temporary meteorological towers, wind monitoring devices, foundations, multiple guy wires, a remote power system and related facilities (collectively and each, a "Met Tower") and one or more Anabat microphones, including mounting brackets, reflectors and related facilities and equipment (collectively and each, a "Bat Sensor") on Owner's property in Randolph County, Indiana described as follows:

Being a part of the Southwest Quarter of Section 10, Township 19 North, Range 12 East in Stoney Creek Township, Randolph County, Indiana, and being more particularly described as follows: Beginning at a stone found at the southeast corner of the Southwest Quarter of said Section 10, and running thence west, along the south line of said Southwest Quarter, 2657.30 feet to a stone found at the southwest corner of said Southwest Quarter; thence north 00 degrees, 45 minutes and 50 seconds west, 1964.85 feet to a spike set; thence east, parallel to the south line of said Southwest Quarter, 2663.87 feet to an iron rod set; thence south 00 degrees, 34 minutes and 20 seconds east, along the east line of said Southwest Quarter, 1964.78 feet to the place of beginning containing an area of 120.000 acres.

EXCEPTING THEREFROM:

A part of the Southwest Quarter of Section 10, Township 19 North, Range 12 East, described as follows: Beginning at a magnetic nail on the south line of the Southwest Quarter of Section 10, Township 19 North, Range 12 East, said point being North 90 degrees 00 minute 00 second east (assumed bearing) 1,084.29 feet from an existing P.K. Nail marking the southwest corner of the said Quarter Section; thence North 00 degree 00 minute 51 seconds West a distance of 1,369.73 feet to a 5/8 inch rebar; thence North 90 degrees 00 minute 00 second East on a line parallel with the South line of the said Quarter Section a distance of 300.00 feet to a 5/8 inch rebar; thence South 00 degree 00 minute 51 seconds east a distance of 1,369.73 feet to a magnetic nail on the South line of the said Quarter Section; thence South 90 degrees 00 minute 00 second West along the South line of the said Quarter Section a distance of 300.00 feet to the point of beginning.

- 1 -

Harris, Gorge Richard and Jill M. - 681510300008 - Randolph Met Tower License 03.08.10

add

George Richard Harris Jr. and Jill M. Harris

March 9, 2010

Page 2

Being a part of the Southwest Quarter of Section 10, Township 19 North, Range 12 East, containing 9.433 acres, more or less. PIN: 68-15-10-300-008.002-010 (the "Property").

As such, by signing this Agreement below, Owner and Licensee agree as follows:

1. Owner hereby grants and conveys to Licensee an irrevocable exclusive license to install, operate, maintain, repair, replace and remove (i) one Met Tower on the Property for the purpose of conducting studies of wind speed and wind direction and collecting other meteorological data; and (ii) one Bat Sensor which said Bat Sensor will be mounted on the Met Tower for the purpose of recording ultrasonic bat calls and related field data (the "License"). The License includes the right of access on, over and across the Property and of ingress to and egress from the Met Tower and Bat Sensor.

2. The License will be for a term of one (1) year ("Term"), commencing on the date set forth next to Owner's signature below, subject to Licensee's right to renew the Term as set forth below.

2.1 The Term shall automatically renew for up to five (5) periods of one (1) year each (each, a "Renewal Term") upon Licensee's payment to Owner of the License Fee prior to the end of each such Renewal Term. To the extent this License is renewed, the License Fee shall be increased by change in the U.S. Department of Labor Consumer Price Index-Midwest Region (All Items) ("CPI") or some other similar index selected by Licensee if the CPI is no longer available (the applicable index is herein called the "Index") from the prior year, each year with a minimum of a two percent (2%) increase, each year, using January 2010 as the base period commencing on January 1, 2011. The Index calculation shall be made annually and on each January 1 thereafter. The terms and conditions set forth in this Agreement shall continue and remain in effect during each Renewal Term. Notwithstanding the foregoing, in no event shall the term of this License be longer than the longest period permitted by law.

3. Upon receiving a copy of this Agreement, Licensee will send Owner a check for Two Thousand Dollars \$2,000.00 (the "License Fee"), which will constitute payment in full for the first year of the Term and the other promises of Owner contained in this Agreement.

4. Licensee will pay, when due, (a) all claims for labor or materials furnished to or for Licensee at the Property and (b) any taxes assessed against the Met Tower and Bat Sensor; in each case subject to Licensee's' right to contest the same in good faith.

5. Licensee will obtain, and keep in effect during the term of this Agreement, a broad form comprehensive general liability insurance policy with a limit of no less than

Harris, Gorge Richard and Jill M. - 681510300008 - Randolph Met Tower License 03.08.10

add

\$1,000,000 combined single limit coverage per occurrence. Upon request by Owner from time to time, Licensee will provide Owner with a copy of, or a certificate of insurance evidencing, such policy.

6. Licensee shall have the right, but not the obligation, (i) to fence an area no larger than 5 feet by _____ feet from the center of the Met Tower and/or (ii) to place appropriate markers balls in the location, size and number in Licensee's discretion on the Met Tower and its related facilities. Likewise, Owner agrees not to unreasonably interfere with the exercise of Licensee rights as granted in this Agreement, and will cause its tenants and employees to avoid such interference.

7. Owner ~~will not~~ have any ownership or other interest in the Met Tower or Bat Sensor installed by Licensee on the Property (including any statutory lien, which is hereby waived), and Licensee may remove the Met Tower and/or Bat Sensor at any time. Upon the removal of all Met Towers on the Property, this Agreement shall terminate. Further, on or before the end of the term of the License, Licensee will (a) remove from the Property the Met Tower installed by Licensee thereon and (b) leave the surface of the Property free from debris.

8. Owner represents and warrants to Licensee that (a) Owner is the sole fee owner of the Property, (b) each person or entity signing this Agreement on behalf of Owner is authorized to do so, (c) Owner has the unrestricted legal power, right and authority to enter into this Agreement and to grant the License to Licensee, and this Agreement and the License are and will be in full force and effect, without the necessity of any consent of or joinder herein by any other person or entity, (d) there are no liens, encumbrances, covenants, conditions, reservations, restrictions, leases or other matters relating to the Property or any portion thereof that could interfere with or prevent Licensee's use of the Property or any portion thereof for the purposes contemplated by this Agreement.

9. Owner agrees to collaborate with Licensee in the Wind Farm development activities including: (i) allowing Licensee to list the Property as a potential host site for a Wind Farm and related wind facilities when submitting power sale proposals to prospective purchasers of the power to be produced by the Wind Farm; (ii) allowing Licensee to list the Property as a potential host site for a Wind Farm and related wind facilities when submitting proposals to electric transmission providers or public authorities for the Wind Farm's connection to the electrical transmission infrastructure existing on the Property and/or adjacent properties; (iii) allowing Licensee to list the Property in its proposals as a potential host site for development, construction, operation and maintenance of a Wind Farm and related wind facilities; and (iv) allowing Licensee to act as Owner's agent to file the necessary applications to public authorities

George Richard Harris Jr. and Jill M. Harris
March 9, 2010
Page 4

for zoning, civil structure, electrical structure and environmental permits, and other governmental or regulatory authorizations needed to develop, construct, operate and maintain the Wind Farm and related wind facilities.

10. Owner will cooperate with Licensee in the exercise of the rights given to Licensee in this Agreement and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Licensee's efforts to obtain from any governmental authority or other person or entity any permit, entitlement, approval, authorization or other rights necessary or convenient in connection Owner's activities; and Owner shall promptly upon request, sign any application, document or instrument that is reasonably requested by Licensee in connection therewith.

11. Licensee may freely transfer or assign all or any portion of Licensee's right, title or interest under this Agreement, in the License and/or in the Met Tower and Bat Sensor. This Agreement is to be construed equally as between and against Owner and Licensee, and not against the party responsible for its drafting. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. In the event that this Agreement is not signed by one or more of the persons or entities comprising the Owner herein, or by one or more persons or entities holding an interest in the Property, then this Agreement will nonetheless be effective, and will bind all those persons and entities who have signed this Agreement. This Agreement contains the entire agreement between the Parties in connection with any matter mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations between the parties, whether oral or written, are merged herein and superseded hereby. This Agreement may be executed in counterparts.

12. After installation of the Met Tower and Bat Sensor by Licensee, Licensee shall promptly compensate Owner for each acre (or portion thereof) of crop grown or to be grown on any farmland on the Property taken out of production due to Licensee's installation of the Met Tower and Bat Sensor on the Property in an amount equal to One Thousand Two Hundred Dollars (\$1,200.00) per acre.

Please indicate your agreement with the above by signing a copy of this Agreement in the space provided below, and returning that signed copy to the above address.

add

George Richard Harris Jr. and Jill M. Harris
March 9, 2010
Page 5

Very truly yours,

Horizon Wind Energy LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Owner makes the foregoing grant of the License and agrees to the terms and conditions set forth above in this Agreement.

Date: _____, 20__

George Richard Harris Jr.

Jill M. Harris