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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Kathleen K. Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116
Return to: Steve Dryden, 4800 Mills Civic Pkwy, Ste. 207, West Des Moines, IA 50265

LENDER NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement (this "Agreement"), dated as of 1-11-2011, 20__, is made and entered into by and between Elk Wind Energy LLC, an Iowa limited liability Elk Wind ("Elk Wind"), and Fidelity Bank & Trust ("Lender").

RECITALS

A. Elk Wind and Thomas R. Tauke aka Thomas Raymond Tauke and Joan A. Tauke aka Joan Agnes Tauke, husband and wife ("Owner") are parties to a Wind Farm Easement Agreement, dated as of December 16th, 2010 ("Easement Agreement") affecting the real property described on attached **Exhibit A at Page 4** (the "Property");

B. Lender is the owner of a promissory note (the "Note") executed by Owner and secured by a deed of trust (the "Mortgage") in Book 143 at Page 261 of the Delaware County records that is a lien on all or a portion of the Property, as corrected by a deed of trust recorded in Book 1999 at Page 1893 of the Delaware County Records;

C. Elk Wind has requested that Lender agree not to disturb any possessory rights of Elk Wind under the Easement Agreement with respect to the Easement Property if Lender forecloses the Mortgage; and

D. Lender is willing to so agree on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender covenants and agrees with Elk Wind that, provided (i) the Easement Agreement is in full force and effect and (ii) no default exists under the Easement Agreement beyond the applicable grace period, Elk Wind's right to possession of the Property, and the terms and provisions of the Easement Agreement, shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or of any rights otherwise available to Lender at law or in equity.

2. If a Successor Owner (as defined below) comes into possession or ownership of the Property, then such Successor Owner shall (i) thereby succeed to the position of the Owner under the Easement Agreement and (ii) not disturb the possession of the Elk Wind except in accordance with the terms of the Easement Agreement or this Agreement, and the Easement Agreement shall continue in full force and effect. "Successor Owner" means any person or entity (including, without limitation, Lender or any nominee or designee of Lender) that while this Agreement is in effect acquires possession or ownership of the Easement Property by reason of foreclosure of the Mortgage, any other exercise by Lender of rights and remedies available to Lender as holder of the Mortgage or delivery of a deed to the Easement Property in lieu of foreclosure.

3. All notices, requests and communications under this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or by nationally recognized courier service or mailed (first class postage prepaid) to the parties at the following addresses:

If to Lender: Fidelity Bank & Trust
PO Box 98
Worthington, IA 52078
Attention: Matt Goerdt

If to the Elk Wind: Elk Wind Energy LLC
4800 Mills Civic Pkwy, Ste. 207
West Des Moines, IA 50265
Work: 515-223-0511
Fax: 515-223-0589

All such notices, requests and other communications will (i) if delivered personally or by nationally recognized courier to the address as provided in this Section, be deemed given upon delivery, and (ii) if delivered by mail in the manner described above to the address provided in this Section, be deemed given upon receipt. Any party may from time to time change its address or other information for purpose of notices to that party by giving notice specifying such change to the other party.

4. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of Lender and the Elk Wind.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; next page is signature page]

Fidelity Bank & Trust

By: Matthew J Goerdt

Printed Name: Matthew J Goerdt

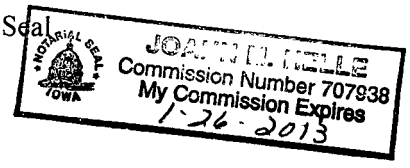
Title: Vice President

STATE OF Iowa, Dubuque COUNTY) ss:

This instrument was acknowledged before me on January 11, 2011 by Matthew J. Goerdt as Vice President
(name of person signing) (type of authority, e.g. officer, manager, trustee etc.)
of Fidelity Bank & Trust.

Joann M. Nelle
Notarial Officer

Seal



Elk Wind Energy LLC

By: Stephen F Dryden

Name: Stephen F. Dryden
Title: Authorized Representative

STATE OF IOWA, Delaware **COUNTY, ss:**

This instrument was acknowledged before me on this 19 day of January, 2011, by Stephen F. Dryden as an Authorized Representative of Elk Wind Energy LLC.

Seal



Beth I Stene
Notarial Officer

EXHIBIT A

Legal Description

The West twenty-two fortieths (W 22/40) of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), and the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), and that part of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) lying East of 210th Avenue, all in Section Twenty-five (25), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa