

November 13, 2014

North Dakota Public Service Commission
600 East Boulevard Dept. 408
Bismarck, ND 58505-0480



Dear Commissioners,

My wife, Ellen Elder, has written an excellent letter detailing our experiences with the Thunder Spirit Wind Project in Adams County, North Dakota.

I am from North Dakota, was educated in North Dakota, and practiced medicine in Hettinger for more than 35 years. We were basically driven from our home by this project. This project is unnecessary, economically nonviable without the federal government subsidy, will provide no jobs in Adams County, basically benefits only a multinational corporation and a few greedy landowners. Wind generated electricity, as you are well aware, is more expensive, and these costs will be borne by the consumers of the energy, i.e. the people of North Dakota.

I would urge you to reopen the permit hearing on Thunder Spirit for all the reasons set forth by my wife. It has become very obvious that they had no intention of honoring their agreement with our family. There is incontrovertible evidence of Dan Albano's perjury at the PCS hearing. The chairman of the County Commissioners, Chuck Christman's extended family benefited greatly from this project, and Chuck Christman did not have the basic ethics to recuse himself from the voting. There was no discussion of any of the issues at the Zoning Commission and County Commission meeting on September 9, 2013 which certainly suggests violation of the open meeting regulations.

Our house and property are the only nonparticipating entities within the project boundaries. We have incurred very significant legal bills, and the value of our property will be almost certainly greatly diminished by these future wind towers surrounding our house and land. We have received no compensation from Thunder Spirit and no consideration from the local government. Is this the way the people of North Dakota are to be treated? I would refer you to Judge Hoberg's remarks during the hearing.

I miss North Dakota, and retain a deep affection for it. It was my home for most of my life. This has been a very bitter experience.

Please read my wife's letter carefully-it comes from her heart and from mine. I urge you to reopen the permit application and take another look at this.

Thank you for your consideration.

William C. Elder, M.D.

William C. Elder, MD FACS
1758 S. Aspen River Way
Eagle, Idaho 83616
208-939-9967

Public Service Commission
State Capitol
600 East Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: Request for Formal Hearing

Dear Commissioners,

This is a request to reopen the permit granted to Thunder Spirit Wind Farm project in Adams County North Dakota. We are non-participating landowners in the center of the wind farm geographic boundary. This is an account of our experience. It is a lengthy account; we will provide a summary of our experience of being manipulated in hopes you will reconsider the permit granted to this wind energy project.

We are non-participating landowner #2 on all maps showing turbine placement, noise, and flicker studies.

We learned of this wind energy project on July 5, 2013 by reading the Hearing notice in our local Adams County Record newspaper. We had been visiting family in Boise, Idaho and the paper was dated late June of 2013. We were devastated.

We bought our property in fall of 1979 and built our home in 1982 and lived there until January of 2014. Our four children were raised there; it is home. We continued to develop the property as homeowners do. We put in a shelterbelt around the home, built storage barn, horse barn, and had horses for 20 years. All of our children live all over America and return "home" each year.

When we learned of this project, which we now know had been in the making for 6-7 years, we were sadly aware our neighbors hid this information from us as well as our county government. There were neighbors who had been paid leasing money just to hold the property for the project, some since 2007, and we were never told. This information is noted in the PSC June 25, 2014 informal hearing, docket item 80 at 44:20. There were regularly held update meetings with participating landowners and Thunder Spirit representative, told this by a participating landowner immediately before we moved. We had received a letter approximately 7-8 years ago asking if we would be interested in leasing property for a wind farm and we replied we were not. In the summer of 2011 we saw a notice in the paper about intent to file an application, it never happened. So we were relieved. It should be unlawful to continue with development of a project such as this without community notice and input from all stakeholders.

Our timeline of events unfolded as follows:

- (A) As a landowner within boundary of proposed project we were never informed of the project. We had no information that our home was going to be impacted in such a negative way and this project was in development for 6-7 years (approximately 2006-2007) per Mr. Dan Albano project director testimony. He added they never inform community because it gives time to build opposition. Apparently there is no legal standard they must adhere to for full disclosure.
- (B) We learned of project July 5, 2013.

- (C) We hired an attorney, Mr. Levi Andrist at Vogel Law Firm prior to Adams County Zoning Board hearing and Adams County Commission meeting July 27, 2013. Our attorney applied Adams County zoning law to distance of the wind towers from homes. This delayed the meeting for decision until September 9, 2013. At this meeting there was no discussion among members of either commission on whether this project should be built. There were participating landowners testimony and in opposition there was that of our attorney, Mr. Andrist, my husband, William Elder, and 2 other non-participating landowners and citizens in the county who were interested. It appeared to us that the decision had been made prior to this meeting since no discussion was held. They asked no questions about the impact on our home.
- (D) On September 9, 2013, after distance from homes was aligned to Adams County Zoning rules, the meeting was held. Interested landowners testified. There were three families that testified against and several testified for. Our opposition was complete. Our attorney, Mr. Andrist, was there and testified as well as my husband and myself. There was no interest expressed in our impact statement at all. After testimony there were brief statements from Chair of Adams County Commission regarding tax income and two of seven members Zoning Commission followed with similar statements. There was no discussion held. The Zoning Board immediately approved it 6-1. The Adams County Commission immediately voted to permit the project 3-0. After testimony from both sides it took the zoning board and County Commission less than 10 minutes to vote and dismiss the hearing. We know you are not accountable for this process but wanted you to know how it worked for us as non-participating landowners in this county. This negative citizen impact could be prevented if there was legislative protection.
- (E) The next step was the Public Service Commission Hearing on September 19, 2013. Our attorney advised us to testify in front of you. We were committed to do so in hopes that the PSC would see our situation and show concern for our home. We were hopeful the process would be held up for review and be corrected. We were aware at this time that PSC burden is to assure that a project has minimal adverse effects on environment and upon the welfare of the citizens of North Dakota.
- (F) There was less than two weeks before the PSC Hearing. Thunder Spirit approached our attorney at end of first week to find out why we were so opposed and what they could do to prevent our opposition. Then they started hinting at monetary reimbursements. Would we be open to them buying our home? At first we thought this was a time delaying tactic to get us not to testify in front of PSC and miss our opportunity to pursue hope for our home. Then there were offers of \$30,000 in earnest money prior to a purchase agreement to assure us of their sincerity. Then that was withdrawn and "perhaps they could give \$10,000", then that was withdrawn, then a much lower number. All the time the days were flying by as we were preparing for the hearing. My husband's letter was sent, mine was ready for the mail the day the first draft of a purchase agreement arrived as email. I was advised by the attorney not to mail it to you. I regret that more than I can express.
- (G) A purchase agreement was agreed upon and signed the afternoon of the day before the Public Service Commission Hearing held in Hettinger, North Dakota on September 19, 2013. There is an enclosed copy of that purchase agreement with this request to your commission.
- (H) With signing that purchase agreement we were so sad. We had come to realize that our neighbors had intentionally withheld from us, that our local government had no concern whatsoever for us as community members, that our 35 years there serving the town and surrounding community, while a serious and life altering commitment for us, meant nothing to

neighbors, community and our local government. We knew it was time to leave. Human nature dictates that though there were many that cared about us and what we were going through it was too difficult to get on record in a small town where alliances are never forgotten. We were, except for 3 people, virtually alone in this process.

- (I) My husband gave his 90 day notice of leaving and we started planning on how to relocate. As I write this letter I realize that there is no way to communicate the devastation we have experienced in the last 1 year and 4 months. We have one child who is settled in Boise, Idaho. So we traveled there and found a house to buy, early October 2013, and returned to Hettinger to wrap up our lives there. We had Christmas in Hettinger at our home for the last time; all the children and grandchildren were there. We left our home on January 16, 2014.

- (J) During the life of the signed purchase agreement our attorney had to make contact with Thunder Spirit wind farm to follow up on progress. Thunder Spirit never contacted our attorney with updates. We were encouraged when they requested inspection of the property for any toxic reportable risks. Access was provided; this was approximately Feb or March 2014. On May 30, 2014, the same day Thunder Spirit submitted to PSC their request for amended application, we were encouraged the purchase agreement was possibly going to be completed when their attorney Erich Bachmeyer requested our property abstracts for review. We had them updated and forwarded through our attorney, Mr. Andrist. This request was made in same phone conversation with our attorney in which Mr. Bachmeyer told our attorney that they had lost their \$125 million investor. The question is then; if they had that much invested at one time, why our purchase agreement wasn't honored, which had a test of \$50 million? At this time Thunder Spirit appeared before the Adams County Commission and Zoning board for an amended application approval which they received. Then they appeared before Public Service Commission for same amended application approval on June 25, 2014. They received both approvals and advised both entities that construction would "hopefully" start no later than August, 2014. No construction as of November 12, 2014 has begun. If they are to be believed they have no investors but investors are "looking" to see if they are interested. We can see manipulation here that would be useful to their due diligence.

Thunder Spirit project director Dan Albano repeatedly stated, in the hearings, that construction was intended to start fall of 2013. We learned how significant that stated testimony became, if they did not start construction then, they would not receive the Production Tax Credit and Investor Tax Credit before December 31, 2013. These tax credits did not get renewed by the United States Federal Government in 2014. So they plowed two miles of road and ordered turbines before December 31, 2013 to qualify. Then the story went that construction would start in the spring. Our purchase agreement states that when they received \$50 million of funding it triggered the buyout of our property. At the very least we were hopeful this would come about since we had moved and relocated our lives.

At the PSC Informal Hearing on June 25, 2014, Mr. Albano informed the Commissioners they would like amended permit approval by July 30, 2014 so "August 1 would like to start or resume construction". This testimony (located at Docket item 80 1:18:45) implies they have money to start construction as had all past testimony from Thunder Spirit Wind Farm representatives. This testimony implies construction had been started but in actuality only 2 miles of roads plowed and turbines ordered before December 31, 2013. All contacts from their attorney to ours has repeatedly informed us that there is no money or that investors have withdrawn but to PSC they imply they are at the gate ready to begin in 4 weeks.

There has been no construction as of November 12, 2014.

Our purchase agreement, enclosed, expired October 1, 2014. Our attorney, Ms. Tami Norgard, from Vogel Law Firm sent them an extended purchase agreement for them to sign based on their attorney, Mr. Eric Bachmeyer, assurances that Thunder Spirit considers the purchase agreement still in place beyond the expiration date. They have not acknowledged it and will not respond to the extension. Our attorney, Ms Norgard, informed us yesterday that our obligations with the purchase agreement have ended since there has not been any response to the purchase agreement extension sent October 1, 2014. We have waited 5 ½ weeks for their response and none has come.

So we now are aware of the following;

- (A) Thunder Spirit has permits and power purchase agreement that gives them a window of 3-4 years to build their project.
- (B) Thunder Spirit will not honor its purchase agreement with us.
- (C) The amended application process of this past June of 2014 now redraws the location of wind towers. These 43 towers now encircle the full 360 degrees around our home. We are now the only non-participating landowner inside the farm.

We must sell our property now. We have started the process and so far have interested parties but soon the conversation turns to the coming wind farm. No one has made an offer to buy it at our price. It is apparent there will be significant financial loss. Our property is 118 acres with approximately 6000 sq. ft. home, (completely updated in 2006, and new heating cooling system 3 years ago), insulated shop building, horse barn, corral and fenced 20 acres horse pasture, one 15 row 1500 feet long wildlife planting, one 7 row 800 feet long shelterbelt around home, beautiful landscaping, views of 35 miles to north and 25 miles SE and nearest neighbors 2 miles away and stars that sit down close most nights with spectacular views of sun and moon. Wildlife is ever present, including golden eagles of which I have many photographs. It provided us and our children with beauty and peace while living there. We worked very hard and put our heart into it, it was our home.

The corrected for inflation value of this home and property approximately equals the money offered in the purchase agreement \$900,000. We will now have to sell at significant lower value to complete our departure from Adams County, North Dakota.

There is no way that this can be defined as minimal adverse effects upon welfare of the citizens of North Dakota. Surely it is not. After our awareness of neighbors withholding information, lack of concern at local level we realized we could not stay there and suffer such daily sadness as well as the loss of the beauty and peace of our home. That was our motivation in signing the purchase agreement. Life would never be the same and to retire there would have always been accompanied by the knowledge that we were not part of a community that would stand up and advocate along with us.

There are many details involved in this process that we surely felt violated ethics and possibly law.

At the PSC hearing on September 19, 2013, Mr. Dan Albano violated the confidentiality agreement in our purchase agreement. He also denied Thunder Spirit had bought our silence of opposition to their project. PSC inquired had they made monetary arrangements with us and he replied yes. The questions continued but he would not comment further. The PSC attorney, Mr. Pelham, asked if Thunder Spirit had silenced our opposition, he said no. This is a lie. His statement is found at minute 4:16:33 of the project docket item 43. "I can tell you that there is no outright payment or any kind remuneration made for any kind of what would be interpreted as silence or withdrawing opposition—absolutely not". The time line of this exchange starts at 4:10:12 and goes to 4:17:20. There was a confidentiality clause in agreement as we could not oppose the

project or agreement was voided. So we were silenced until it expired. We have enclosed a copy of the Purchase Agreement for your reference. Item 12 d. refers to our silence of opposition to project. Item 18 refers to confidentiality agreement. The intent of this agreement was to silence our opposition and require confidentiality if we were to receive compensation for our property. Our attorney carefully instructed us to adhere to these conditions. While we indeed have not received any money, it was promised if we were silent, kept it confidential and they were funded to \$50 million. On May 30, 2014 their attorney Mr. Erich Bachmeyer shared with our attorney, Mr. Andrist that their investor with \$125 million in project withdrew. On the very same day Thunder Spirit Wind project submitted to PSC their amended application. It appears they completed their deceptive treatment of us fully. At the June 25, 2014 PSC informal hearing for amended application approval, Mr. Dan Albano replied to Commissioner Fedorchak's question; were they paying non-participating landowners and he replied "no they are not paying non-participant landowners-we don't do that except in large metropolitan areas". This question/answer segment is found on Docket item 80 at 1:08:01 through 1:08:40. Our purchase agreement both sides signed infers payment if conditions are met.

The Adams County Commission and the Zoning Board appeared to have had illegal meetings since there was no discussion on this 459 page application at either meeting. We found in visiting with all County Commissioners and Zoning Board members during week of July 12, 2013 that only one member had a copy of the application, Chair of County Commission, Mr. Chuck Christman and one member of Zoning Board, Mr. Howard Nelson, had a map. No other member of either group had any documents to make an informed decision regarding the project. It appears it was all decided prior to the meetings outside of the legal meetings.

There is inferred nepotism with the Adams County Commission Chair, Mr. Chuck Christman. His relatives had initially 22 towers on their land. With amended application that number has possibly changed.

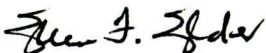
With the amended application hearing in June 2014 it seems that two other non-participating landowners have reached agreements with Thunder Spirit to ease their objections. We do not know the content of these agreements.

We are aware that North Dakota has surpassed its goal of wind energy providing 10% of all energy produced and is now at 14%. This project is not needed to meet the State of North Dakota goal.

One last detail that has powerful impact on me is the cover picture of the Thunder Spirit Wind Farm Project Application is a picture of our property. It feels intentional.

We appreciate your patience in reading this long account, but are not sure what should have been left out. We have had a difficult time and now we can speak. We hope you can see our situation and reconsider the application of Thunder Spirit Wind Farm in Adams County, North Dakota. We are requesting a hearing on this project in hopes of the permit being rescinded.

Sincerely,



Ellen F. Elder

1758 S. Aspen River Way

Eagle, Idaho 83618

P# 701-690-9030

C# 208-939-9967

efwe14@gmail.com

Enclosures: Purchase Agreement, Project Map, and Property Photographs

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into on this 18th day of September, 2013, by and between Bill Elder and Ellen Elder, husband and wife, with a post office address of ~~502~~⁵¹⁸ 2nd St. NE, Box 271, Hettinger, ND 58639 (hereinafter collectively referred to as "Seller") and Thunder Spirit Wind, LLC, a Delaware limited liability company authorized to do business in North Dakota, with a post office address of 103 Front St., Schenectady, NY 12305, (hereinafter collectively referred to as "Buyer").

The Seller, in consideration of the covenants and agreements hereinafter contained hereby sells and agrees to convey to Buyer, by warranty deed the real property lying and being in the County of Adams, State of North Dakota, legally described as: (1) Lot 1 of S19 T130 R95; and (2) E1/2 of NW1/4 of S10 T130 R95, collectively hereinafter referred to as the "Property".

The terms and conditions of sale and purchase are:

1. **Purchase Price and Payment Terms.** The purchase price for the Property is Nine Hundred Thousand Dollars (\$900,000.00) (the "Purchase Price") and shall be paid by wire transfer of immediately available funds at the time of closing.
2. **Deed/Marketable Title.** On the Closing Date and subject to the payment of the Purchase Price, Seller agrees to provide a transfer of title by warranty deed conveying good and marketable title to the Property, free and clear of all liens and encumbrances except for the general real estate taxes and installments for special assessments, if any, not yet levied and certified for collection, and except for all building and zoning laws, ordinances or statutes, protective covenants and restrictions of record, reservation of minerals of record and utility easements or other easements for right-of-way of record and the Permitted Encumbrances (as defined herein).
3. **Mineral Rights.** Buyer shall retain all rights to the oil, gas, casinghead gas and gasoline, condensate, and all other related hydrocarbons, sulphur, uranium, ferrous and non-ferrous metals and all other minerals on, in, and under or that may be produced from the above described property, together with the right of ingress and egress for the purpose of prospecting, drilling, and mining for and producing them, and saving, storing, transporting, and piping the same away.
4. **Real Estate Taxes.** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual Closing Date, on the basis of the actual taxes for the year 2014, if known, otherwise on the basis of taxes for the calendar year 2013. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
5. **Special Assessments.** All installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual Closing Date. Installments of special assessments payable in the years prior to closing shall be paid by Seller. Installments of special assessments payable in the years subsequent to closing shall be paid by Buyer.
6. **Damages to Property.** If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason, the risk of loss shall be on Buyer; provided, however, that Seller shall be required to maintain insurance covering the residence located on the Property equal to the

full appraised value of the residence and if Seller actually receives payment by its insurance carrier, if any, of any insurance proceeds based on such loss to the Property, at Closing and only upon receipt of the Purchase Price in full (as modified in this Section 6), the Purchase Price shall be reduced by the amount Seller received from Seller's insurance carrier. Should any such proceeds be received by Seller after the Closing, Seller shall forward the total amount to Buyer.

7. **Examination of Title.** Seller agrees to provide the Buyer with a continued abstract of title to the Property showing the title to be in the name of the Seller and in good and marketable condition, free of all liens and encumbrances as of the date of this Agreement except for the general real estate taxes and installments for special assessments, if any, not yet levied and certified for collection, and except for all building and zoning laws, ordinances or statutes, protective covenants and restrictions of record, reservation of minerals of record and utility easements or other easements for right-of-way of record (collectively, the "Permitted Encumbrances"). The cost of providing an updated abstract of title shall be the cost of the Seller and the cost of examination of such abstract shall be the cost of the Buyer. The Seller, at Seller's option, may provide to Buyer an owner's policy of title insurance in an amount equal to the Purchase Price of the Property herein stated; provided that this option does not modify or affect Seller's obligation to provide Buyer with a continued abstract of title to the Property as described above in this Section 7. In the event an examination of the abstract or the title insurance policy commitment reveals any title defects or deficiencies deemed objectionable to Buyer, the Seller agrees, at Seller's own cost, to remedy and remove such title defects and deficiencies therein existing. Seller shall have, at a minimum, thirty (30) days to cure such title defects.

8. **Closing Costs.** Seller shall be responsible for the following closing costs: preparation of warranty deed and preparation of and recording expense of all releases, satisfactions and corrective documents. Buyer shall be responsible for recordation of warranty deed to Buyer, and the closing fee of title company that is mutually acceptable to both Buyer and Seller. Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the special event that Buyer or Buyer's lender requires title insurance, the cost of a lender's policy shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

9. **Closing; Possession.**

a. Closing on the sale of the Property shall occur on or before October 1, 2014 (the "Outside Date"), or such other date as agreed upon by the parties (such date of the actual closing, the "Closing Date") and at the location of the title company mutually selected by Buyer and Seller; provided, however, if a Buyer Party (as defined herein) obtains the Funding earlier than the Closing Date, Buyer shall use its best efforts to close as promptly as possible after the Funding.

b. Upon receipt of the Purchase Price, Seller shall deliver possession of the Property to Buyer on the Closing Date.

10. **Buyer Contingency.** Buyer's obligation to close is subject to Buyer or any one or combination of (i) Buyer, (ii) Buyer's direct or indirect parent, (iii) any Buyer subsidiary, affiliate, shareholder, member or similar party, (iv) any direct or indirect (whether by merger, operation of law or otherwise) successor, transferee or assignee of Buyer, (v) or such other entity or person (collectively, the "Buyer Parties") that may be acting on behalf of or for the benefit of the purposes of Buyer's intended wind energy project, energy conversion facility or such similar project, in or around the County of

Adams, in the State of North Dakota (any such activity referred to herein as a "Project"), obtaining equity, equity commitments, financing, or financing commitments in the amount equal to or greater than Fifty Million Dollars (\$50,000,000.00) (the "Funding") by the Closing Date. In the event no Buyer Party obtains the Funding on or prior to the Closing Date, Buyer may terminate this Agreement; for the sake of clarity, Buyer acknowledges and agrees that it may not terminate this Agreement any earlier than the day after the Outside Date unless the parties agree to a later date than the Outside Date in which case Buyer may not terminate this Agreement pursuant to this Section 10 until the day after such later date.

11. **Go-Shop.**

a. Notwithstanding anything to the contrary herein, Buyer acknowledges and agrees that Seller at any and all times during this Agreement may:

i. directly or indirectly engage, solicit, initiate or encourage the submission of a proposal or agreement for the sale and purchase of the Property to an entity or person other than Buyer (such transaction, an "Alternative Transaction"); and

ii. directly or indirectly participate in discussion or negotiations regarding, and furnish to any person information with respect to, and take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, an Alternative Transaction.

b. Seller may enter into and consummate an Alternative Transaction to sell the Property to any individual or entity other than a Buyer Party (an "Alternative Transaction") and terminate this Agreement in connection with the closing of an Alternative Transaction up to and until the closing of this transaction and the receipt by Seller of the Purchase Price. For the avoidance of doubt; this Agreement shall remain in full force and effect including, without limitation, during the pendency of an Alternative Transaction until (i) the closing of such Alternative Transaction and (ii) Seller's receipt of any related closing payment therewith, at which time this Agreement shall automatically terminate without any further action by either Seller or Buyer.

12. **Representations, Warranties and Covenants of Seller.** Seller does hereby represent, warrant and covenant to Buyer as follows:

a. Seller has and will convey good, marketable, and insurable title to the Property free and clear of all liens, encumbrances, claims and charges; subject only to Permitted Exceptions;

b. that to the best of Seller's knowledge, there is no litigation pending, investigation, condemnation or proceeding of any kind pending against the Seller which may have a material adverse effect upon the Property;

c. that to the best of Seller's knowledge, there are no violations of any city, county, state, federal, land use, fire, health, safety, environmental, hazardous materials or other laws, rules, regulations, ordinances or orders with respect to the Property. Seller has not received any notices from any

governmental agency regarding violations of state, federal or local laws in relation to the condition or use of the Property; and

d. Seller agrees that so long as Buyer has not violated any provision of this Agreement that Seller will not, and Seller shall cause its attorneys and agents on Seller's behalf not to, directly or indirectly (either as an individual, sole proprietor, partner, partner with another, director or officer of a corporation, agent, employee, broker or as a joint venture or otherwise) engage in or solicit others to engage in, any opposition whatsoever, whether in public or of a public official, which seeks to delay or prevent the permitting, general development, financing or construction of the Project currently in development by Buyer known as Thunder Spirit Wind.

13. **Representations, Warranties and Covenants of Buyer.** Buyer does hereby represent, warrant and covenant to Seller as follows:

a. Buyer has the full power to enter into and perform this Agreement, and the performance by Buyer of the transaction contemplated herein is duly authorized;

b. Buyer has received no notice of any action, litigation, investigation or proceeding of any kind pending against the Buyer or the Property, nor to the best of Buyer's knowledge is any action, litigation, investigation or proceeding pending or threatened against the Buyer. Buyer will promptly provide Seller written copies of any such notices received;

c. Buyer, on the Closing Date, will have complied with all of its obligations hereunder, unless such compliance has been waived in writing by Seller, and all representations and warranties made hereunder shall be true and correct on said date; and

d. During the term of this Agreement, Buyer shall not assign any permit, certificate, authorization or such similar grant from the North Dakota Public Service Commission issued for the purposes of any Project to any third-party, including any Buyer Party (other than Buyer), without the consent of Seller, which shall not be unreasonably withheld conditioned or delayed, without assigning this Agreement and all of the rights and obligations of Buyer hereunder pursuant to Section 16.c. If Buyer fails to comply with this Section 13.d, Buyer shall be obligated to immediately proceed to close this transaction as promptly as possible and the contingency in Section 10 shall be deemed automatically fulfilled and completed in all respects.

14. **Obligations of Seller at Closing.** Subject to the full, complete, and timely performance by Buyer of Buyer's obligations under the provisions of this Agreement, Seller shall perform the following:

a. Deliver to Buyer a warranty deed duly executed and acknowledged by Seller, in recordable form, conveying to Buyer good and marketable title to the Property.

b. Deliver to the title insurer any and all documentation which may be required by the terms and conditions of this Agreement so that the title insurer may issue the owner's title insurance as described in this Agreement, if elected by Seller.

c. Deliver possession of the Property free and clear of all liens and encumbrances except for the Permitted Encumbrances.

15. **Obligations of Buyer At Closing.** Subject to the full, complete, and timely performance by Seller of Seller's obligations under the provisions of this Agreement, Buyer shall deliver to Seller the Purchase Price in the manner set forth in Section 1.

16. **Miscellaneous Provisions.**

a. **Survival.** All of the warranties, representations and covenants of the Agreement shall survive and be enforceable after the closing for a period of three (3) months.

b. **Entire Agreement; Modification.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

c. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns. Buyer shall not, without Seller's consent, assign this Agreement, including, but not limited to, any Buyer Party. If Seller consents to an assignment such assignee must enter into a written agreement with the Seller to be bound by the provisions of this Agreement in all respects and to the same extent as the Buyer is bound and provided further that the Buyer shall continue to be bound by all the obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that such assignee fails to do so.

d. **Counterparts/Facsimile Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement containing a facsimile or portable document format (.PDF) of a party's signature shall be deemed such party's original, binding signature.


17. **Time is of the Essence.** TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

18. **Confidentiality.** Prior to closing, no party shall disclose this Agreement or any aspects of this transaction except to its legal and accounting advisors, or as may be required by any applicable law.


IN WITNESS WHEREOF, the parties have signed this Agreement as of the first date and year set forth above.

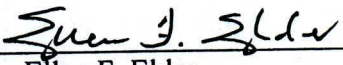
BUYER

THUNDER SPIRIT WIND, LLC

By: 
Name: Ingo Stuckmann
Its: Authorized Signatory

SELLER

By: 
Name: William C. Elder

By: 
Name: Ellen F. Elder

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT ("Agreement") is made and entered into on this 30th day of September, 2013, by and between Bill Elder and Ellen Elder, husband and wife, with a post office address of 502 2nd St. NE, Box 271, Hettinger, ND 58639 (hereinafter collectively referred to as "Seller") and Thunder Spirit Wind, LLC, a Delaware limited liability company authorized to do business in North Dakota, with a post office address of 103 Front St., Schenectady, NY 12305, (hereinafter collectively referred to as "Buyer").

RECITALS

A. Seller and Buyer are parties to a Purchase Agreement, dated September 18, 2013, for Seller's sale to Buyer of real property lying and being in the County of Adams, State of North Dakota, legally described as: (1) Lot 1 of S19 T130 R95; and (2) E1/2 of NW1/4 of S10 T130 R95, collectively hereinafter referred to as the "Property".

B. Section 3 of the September 18, 2013, Purchase Agreement included a scrivener's error that provided Buyer the right to retain the mineral rights to the Property despite the mutual understanding and intent of the parties that Seller shall retain all mineral rights to the Property

AGREEMENT

In consideration of the foregoing and the covenants and agreements set forth herein, the parties agree as follows:

1. **Amendment to Purchase Agreement.** Section 3 of the Purchase Agreement is amended and restated to read in its entirety as follows:

Mineral Rights. Seller shall retain all rights to the oil, gas, casinghead gas and gasoline, condensate, and all other related hydrocarbons, sulphur, uranium, ferrous and non-ferrous metals and all other minerals on, in, and under or that may be produced from the above described property, together with the right of ingress and egress for the purpose of prospecting, drilling, and mining for and producing them, and saving, storing, transporting, and piping the same away. Recognizing that the mineral estate is the dominant estate under North Dakota law, development of minerals on, in, or underlying the Property shall occur according to state and local law so as to minimize impacts to the Project, as is herein defined."

2. **Counterparts/Facsimile Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement containing a facsimile or portable document format (.PDF) of a party's signature shall be deemed such party's original, binding signature.

3. **Effect.** Except as expressly amended by this Agreement, the Purchase Agreement remains in full force and effect and are the legal and binding obligations of the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO AMENDMENT TO PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the first date and year set forth above.

BUYER

THUNDER SPIRIT WIND, LLC

By: _____
Name: Ingo Stuckmann
Its: Authorized Signatory

SELLER

By: William C. Elder
Name: William C. Elder

By: Ellen F. Elder
Name: Ellen F. Elder

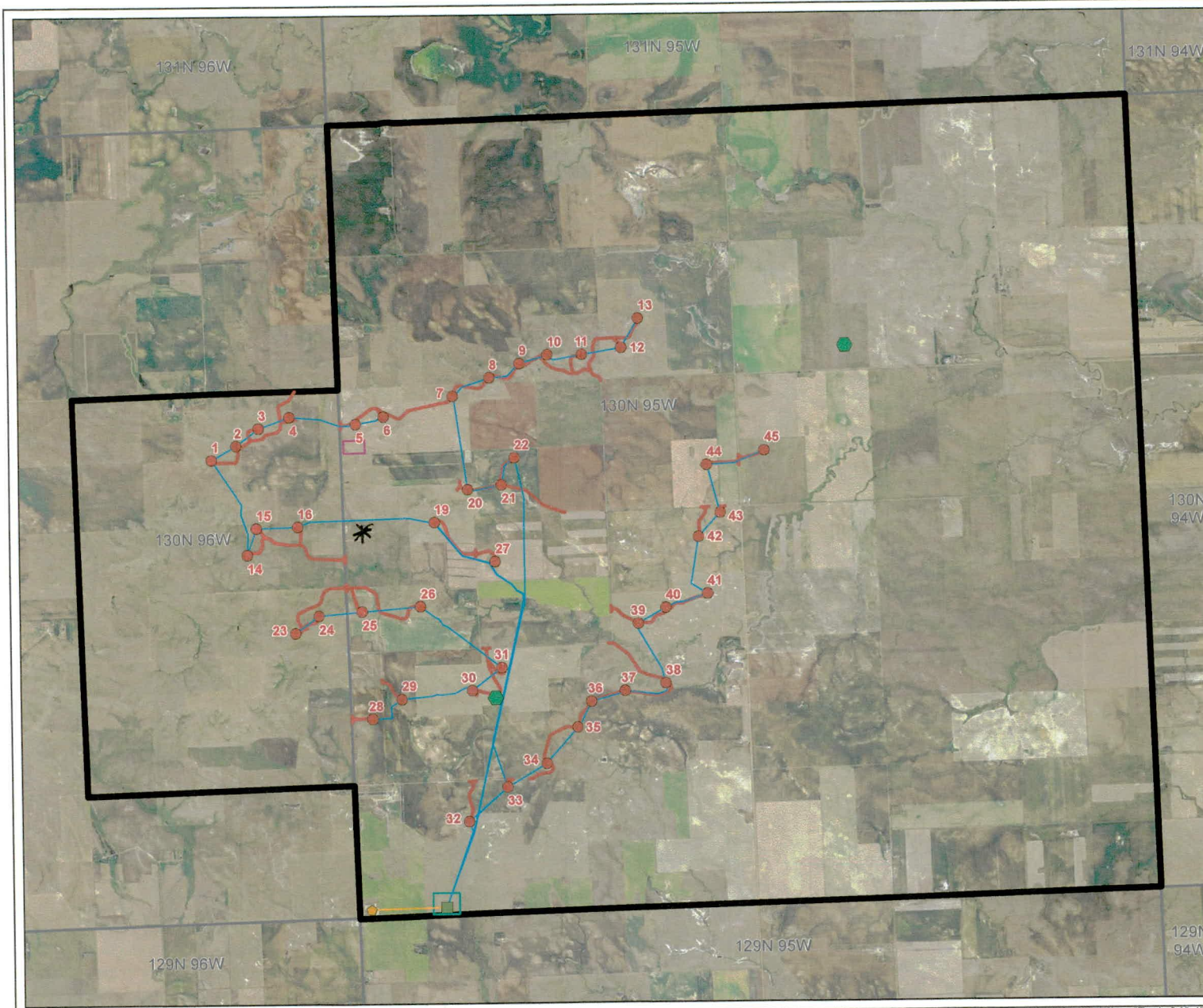


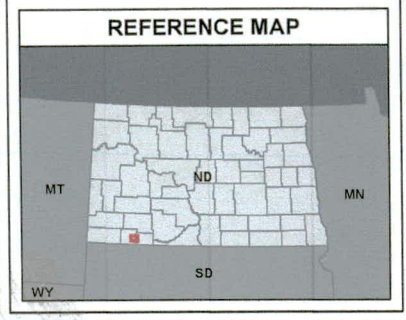
Figure 2
 Project Area
 (Aerial)
 Optimized Layout
 Thunder Spirit Wind Energy Project
 Thunder Spirit Wind, LLC
 Adams County, North Dakota
 June 2014

- Met Tower Location
- Approximate POI
- Optimized Turbine Location (5/27/2014)
- Proposed Collector Substation (5/27/2014)
- Overhead Line (5/27/2014)
- Collection Line (5/27/2014)
- Access Road (5/27/2014)
- Construction Laydown Area (10 Acres)
- Collection Substation, O&M Facility, and Additional Laydown Area
- Project Area (4/26)
- Township Boundary

N

0 0.5 1 1.5 2

Miles



Path: P:\Global Winds Harvest\Thunder Spirit - ND\GIS\Spatial\MXD\20140630_PSC_Figures\20140630_PSCMap_Fig2_ProjectArea_Aerial.mxd

* Location of our home & property
 Lot 1 Sec 19 T130 R95 (~38 acres)
 (80 acres) E 1/2 of NW 1/4 of Sec 19 T130 R95



From NW

and home



TRANS LINE

ROAD VIEW



AT HOUSE FROM NE / LOOK @ SW 14

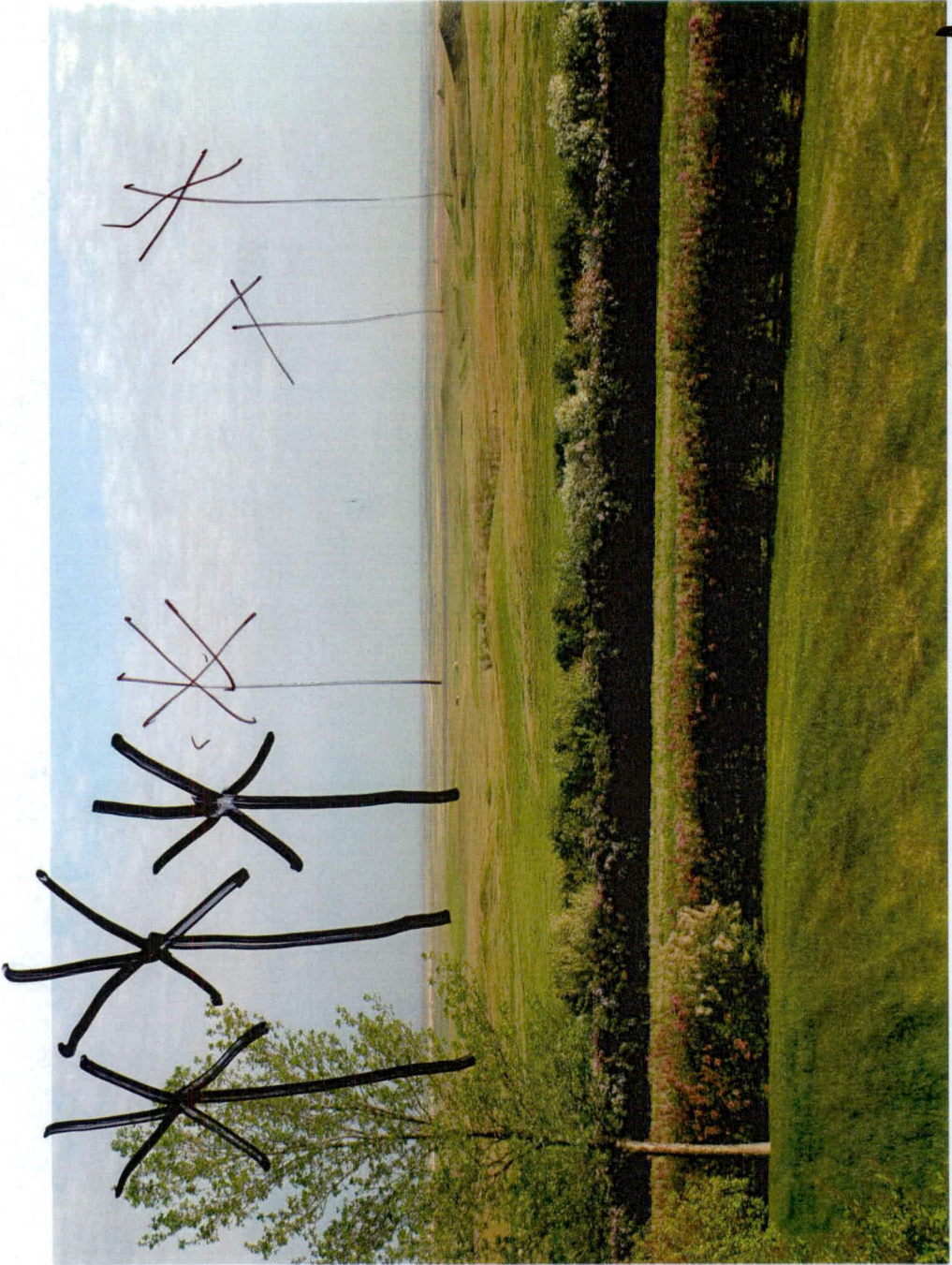


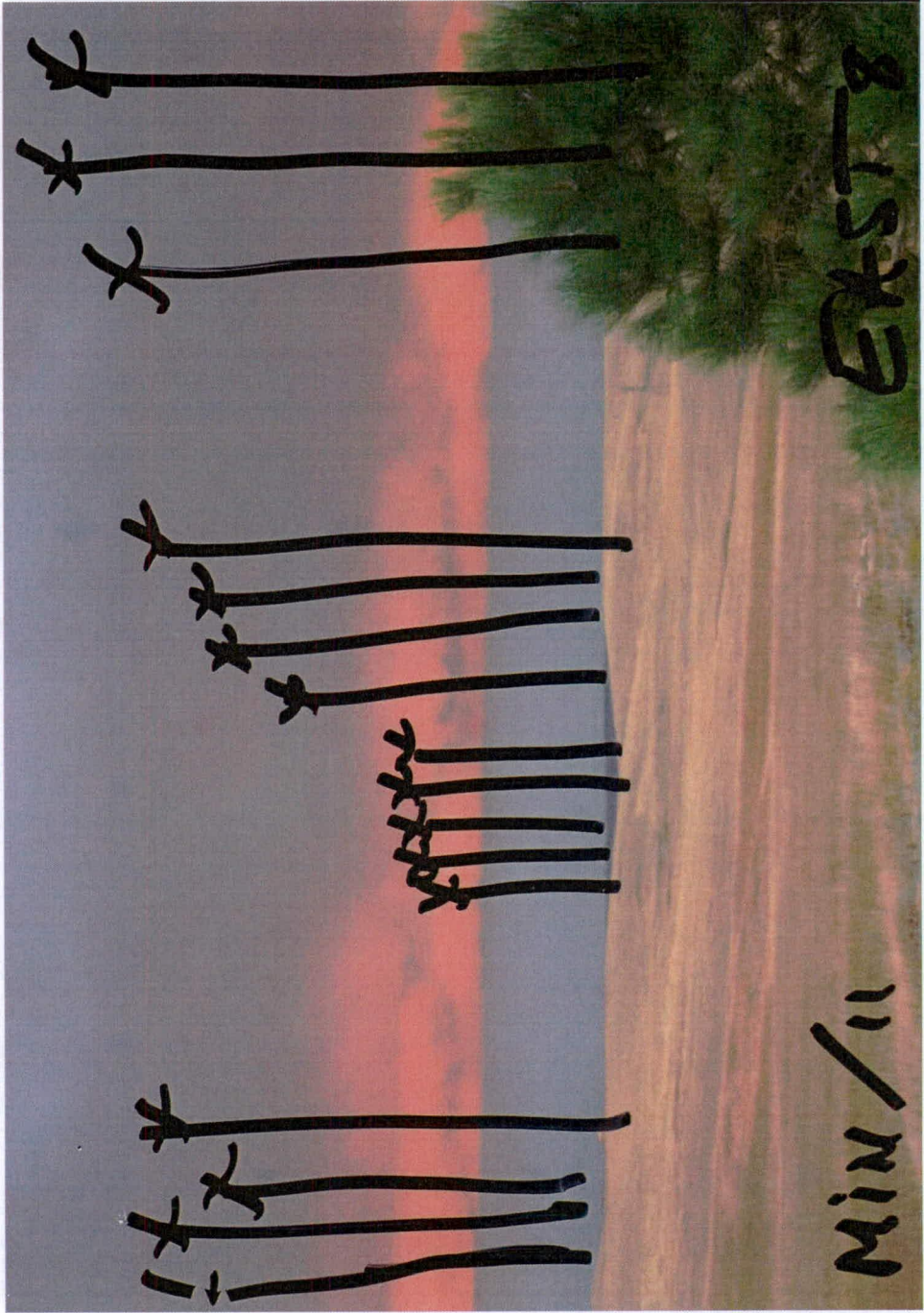
→ CONSTR SITE



Direct N from liv Rm 2

81MN





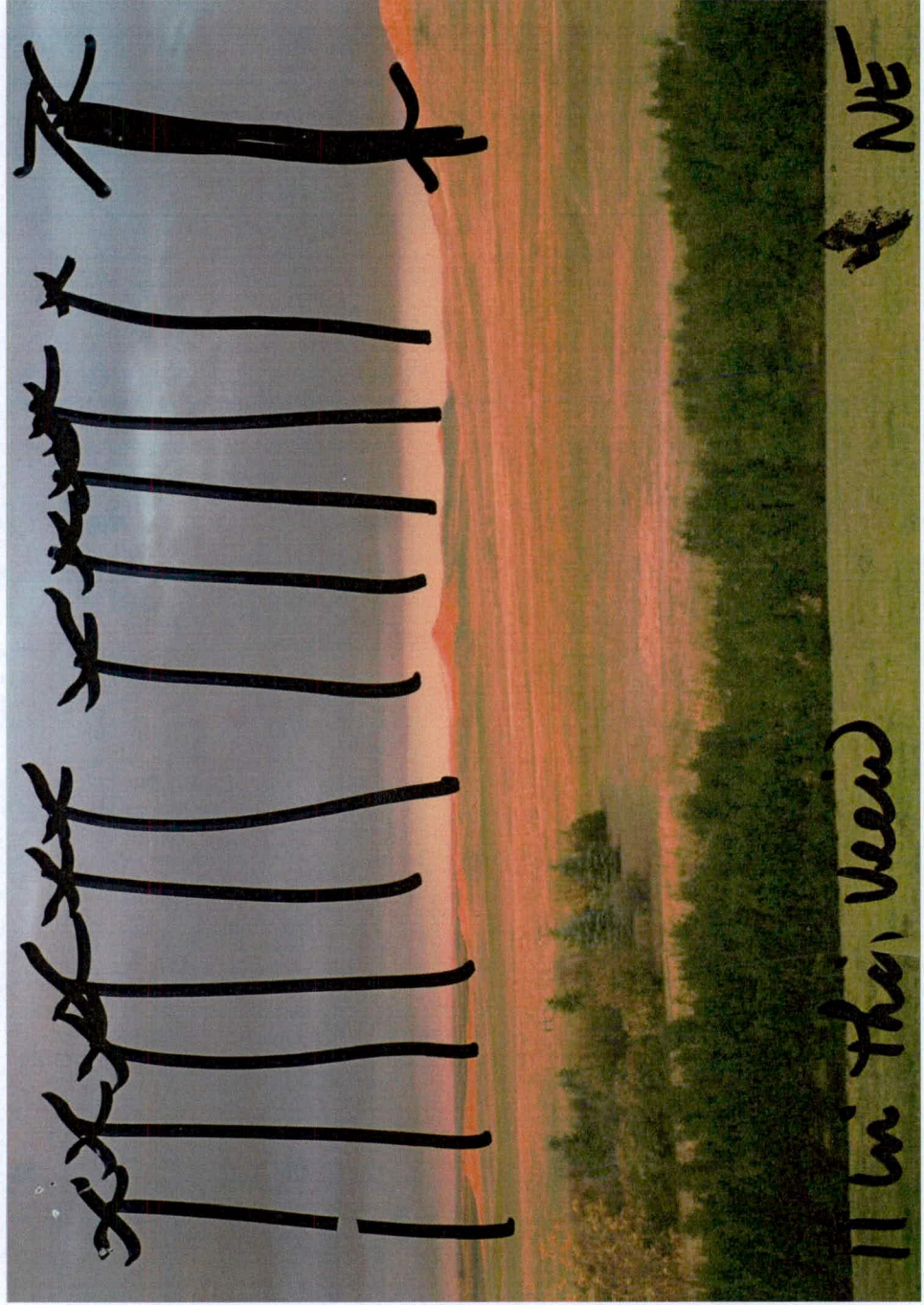
MIN / II

EAST 8



11

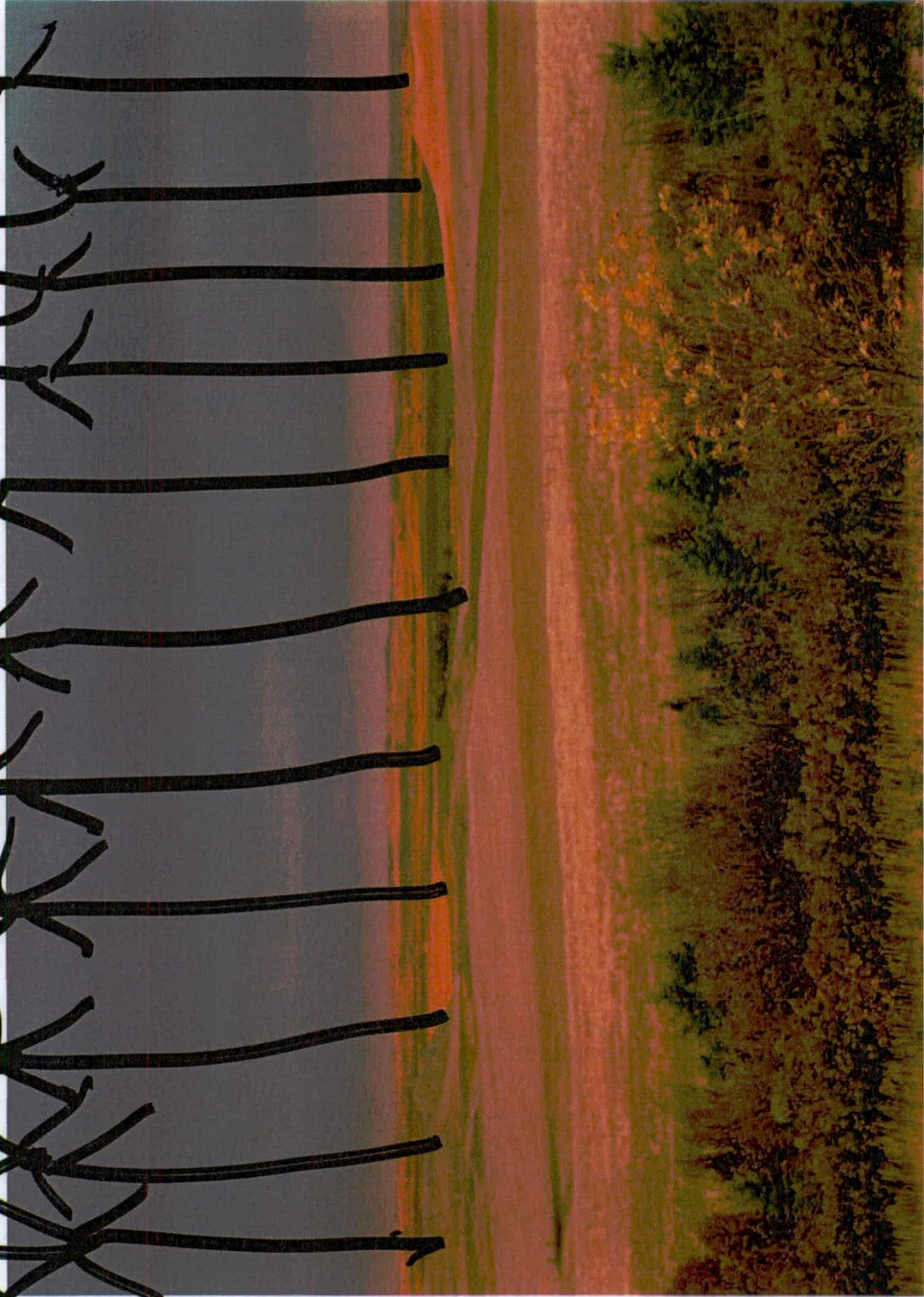
min of 11



In the view

NE

椰林冲开树林



NE 3



17 towers NE Corvudion

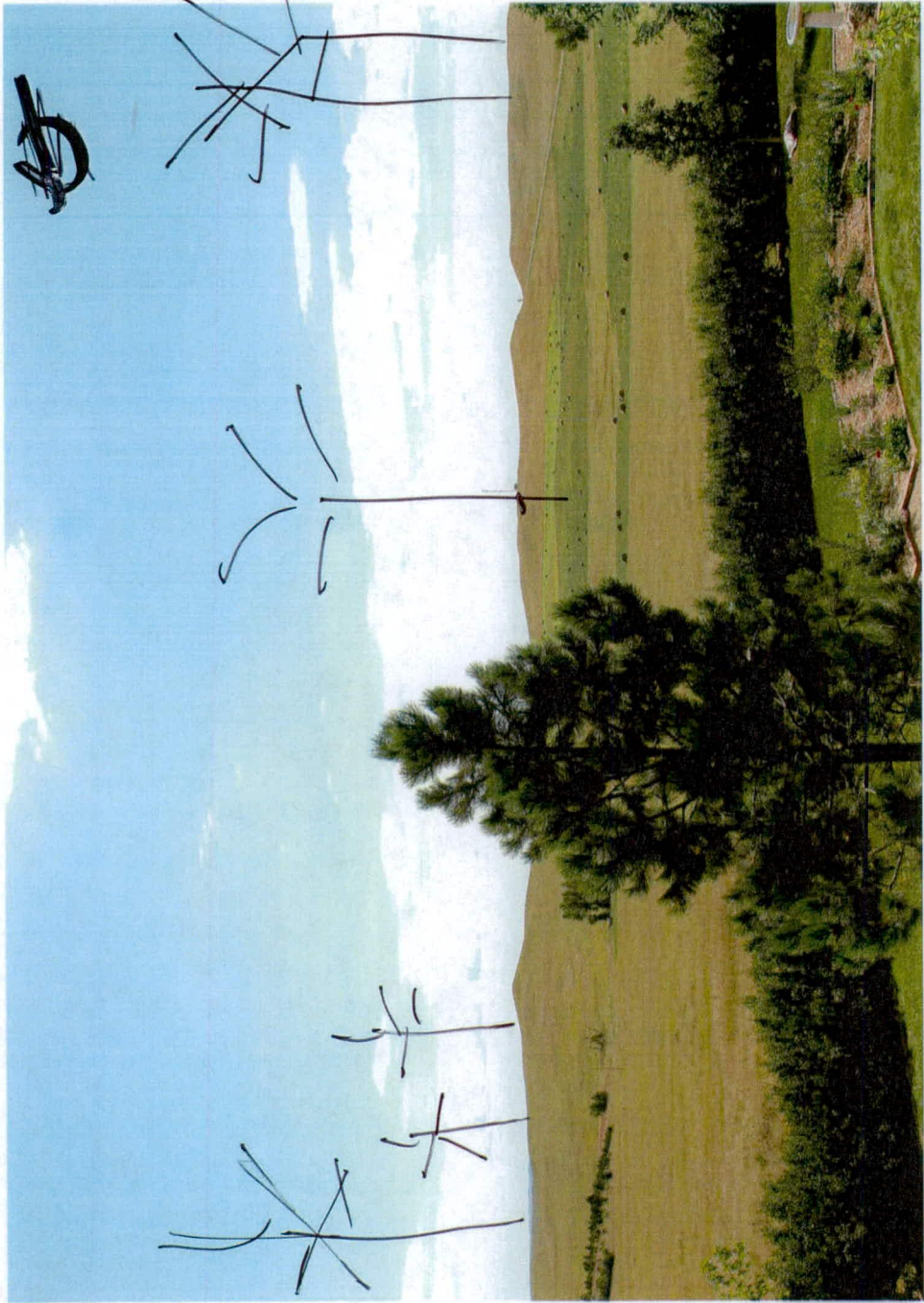
NE 5



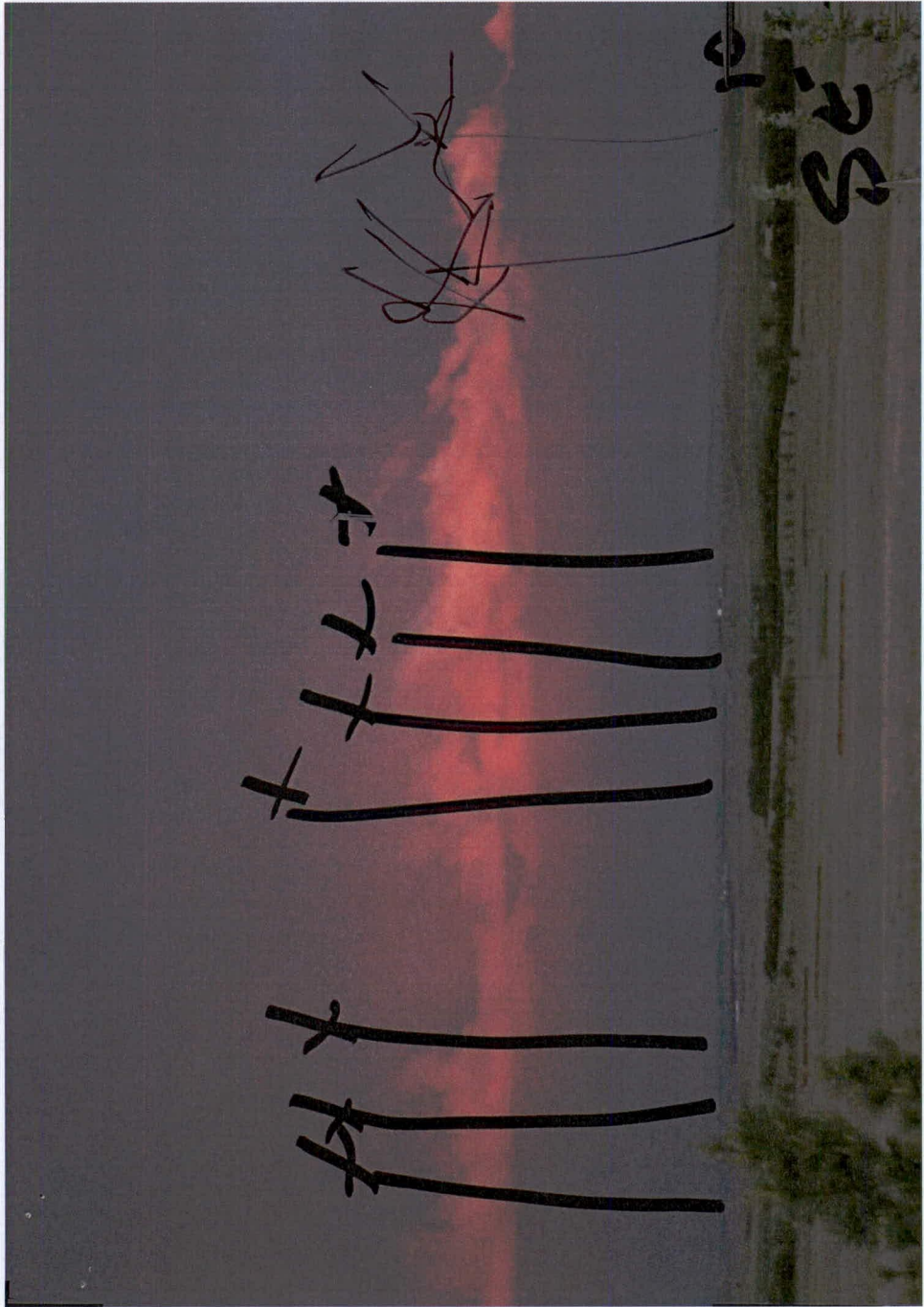
NE 6

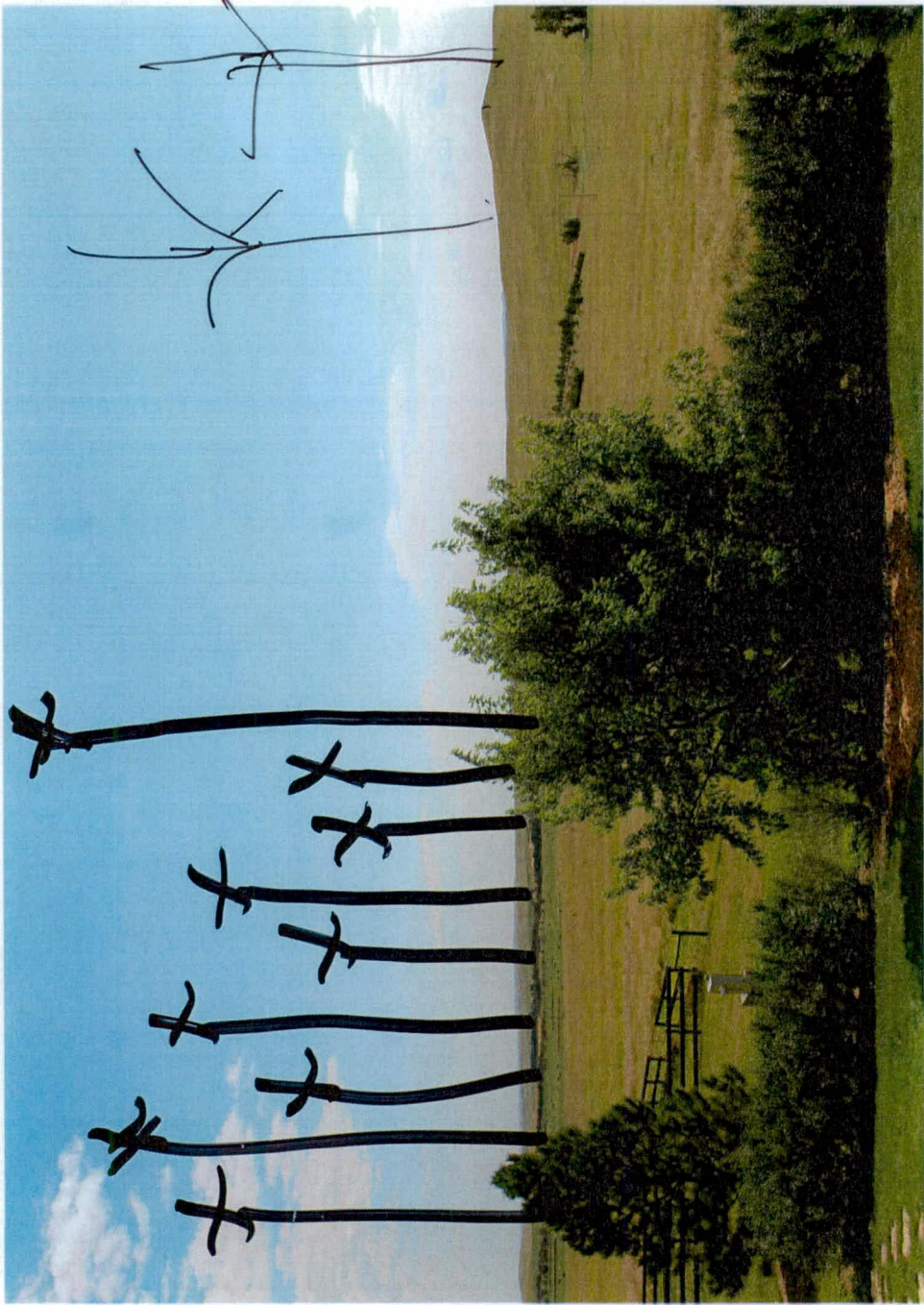
minimum





S 10



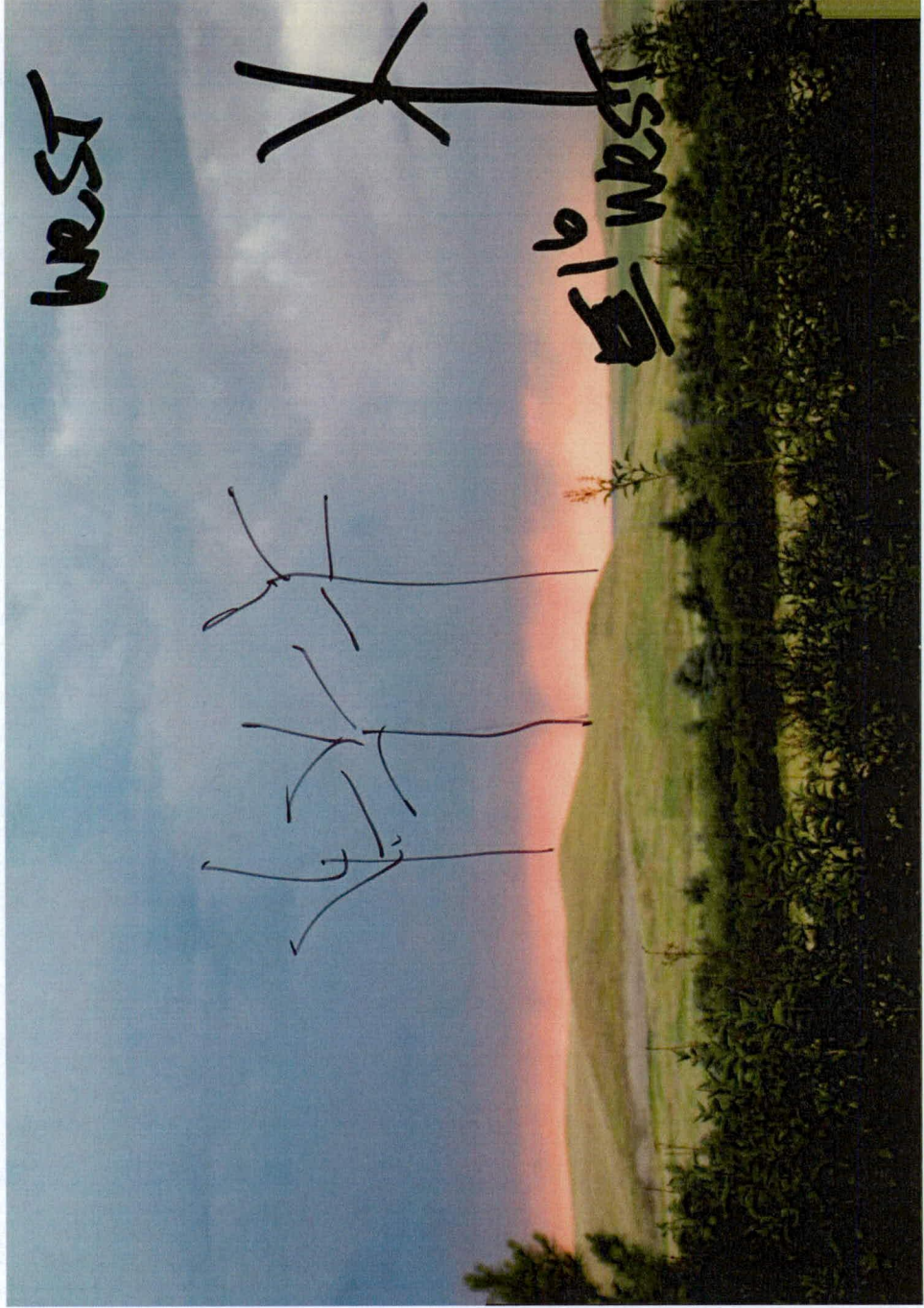


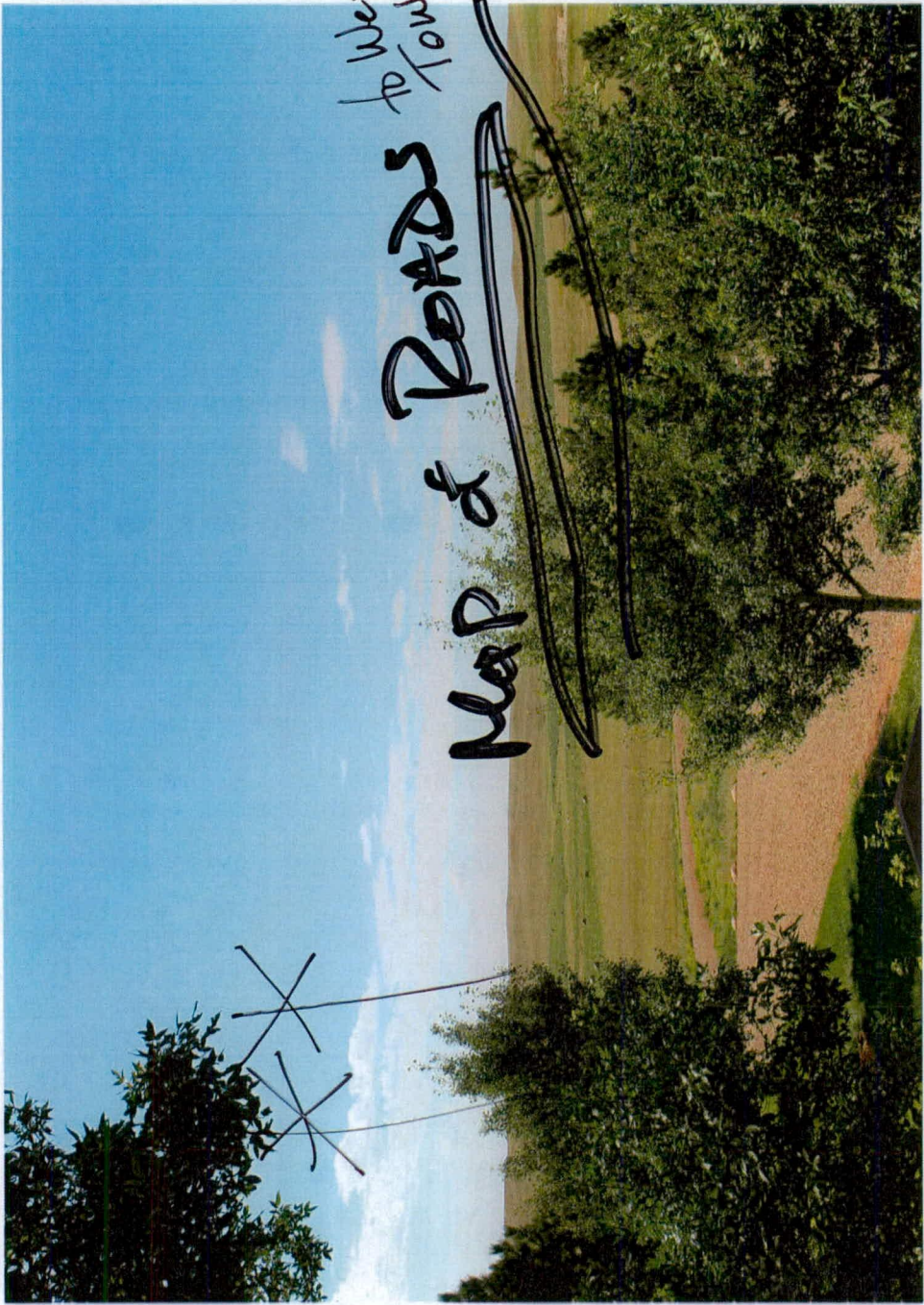
SE 19



SE II







to West
to Towers

Map of Roads

SWS

November 13, 2014

Attachment:

Our letters to PSC is in regard to Case # PU-11-601. It is the case number of Thunder Spirit Wind LLC

Our letters have been copied to:

Attorney representing Thunder Spirit at informal hearing June 25, 2014.

Mr. Brian R. Bjella Attorney, of Crowley Fleck Firm

100 West Broadway Avenue Suite 250

Bismarck, North Dakota 58501