

ANEMOMETER LOAN AGREEMENT

This Agreement is made this _____ day of _____, 2012 (the “Execution Date”) by John Brown University (“JBU”), with an address for notice purposes as set forth in paragraph 12 of this Agreement, and _____, (“ Owner”), with an address for notice purposes as set forth in paragraph 12 of this Agreement.

WITNESSETH:

A. The Arkansas Anemometer Loan Program was established with the objective of encouraging the use of wind energy in the State of Arkansas. This program is administered through John Brown University (JBU) with support from the Arkansas Energy Office. In the administration of the program, JBU has encouraged property owners who meet certain qualifications to apply for participation in the program.

B. Owner is the certain owner of real property located in _____County, Arkansas. The address of the Property is:
_____.

C. Owner has made application to JBU requesting that the Property be considered as a location for the siting of an anemometer system and related equipment.

D. Owner desires to grant to JBU and JBU desires to accept from Owner an agreement to enter into an Equipment Loan Agreement with Owner to locate an anemometer and related equipment on the Property, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, JBU and Owner, with intent to be legally bound, agree as follows:

Equipment Loan Agreement

1. Equipment. The term “Equipment” as used in this Agreement shall mean:

- a. One (1) NRG 34-meter Tall Tower Kit with wind sensing instrumentation.
- b. One (1) NRG-Symphonie Data Logger Kit with communications capability.
- c. A Communications kit which includes 1 Symphonie IPack for GSM, GPRS - Quad Band , with Photovoltaic Panel.
- d. Any additional materials used by Lender in installation process

2. Term of Loan. JBU, in consideration of the covenants and agreements of Owner as hereinafter set forth, agrees to loan the Equipment to Borrower for a term of twelve (12) months (“Term”). The Term shall commence as of the date of JBU’s commissioning written notice to Owner.

3. Installation of Equipment. The Equipment will be installed by JBU at its expense, on the Property at a location and on a date and time mutually acceptable to Borrower and JBU.

4. Care and Maintenance of Equipment. Owner shall be responsible for the routine maintenance of the Equipment, including but not limited to, replacement of batteries on a bi-monthly basis. At the end of the Term, Owner shall return the Equipment to JBU in substantially the same

condition as it was received at the commencement of the Term, normal wear and tear accepted. If, for any reason, the Equipment must be removed or modified during the Term, Owner shall contact JBU. Owner acknowledges that under no circumstances is Owner authorized to remove or modify the Equipment, including the lowering the height of the tower.

5. Data Transfer. The wind data will be monitored remotely from JBU. In order to make this possible the data logger is equipped with a GSM communications IPack. The data logger directly interfaces with the communication iPack to transfer data via email to JBU. The Owner will be required to purchase a data package from a cellular company as well as provide a GSM SIM card in order for the data transfer to be effected via GSM communication protocol.

6. Removal of Equipment. Upon expiration of the Term, the Equipment will be removed by JBU at its expense.

7. Access to Property. Owner agrees that JBU, its agents, representatives, and employees, shall have the right of entry upon the Property for the purpose of installing, maintaining, and removing the Equipment, and for the purpose of gathering wind speed and direction data from the Equipment during the Term. Such entry shall upon reasonable prior notice and without unreasonable interference with Owner's use of the Property, using reasonable care to avoid damage to the Property. In addition, Owner acknowledges and agrees that JBU shall have the right to enter onto the Property for the purpose of demonstrating the operation of the Equipment to third parties.

8. Security of Equipment. In consideration of JBU's agreement to loan the Property to Owner, Owner agrees that it will provide reasonable security for the Equipment. Owner will use its best efforts to protect against vandalism, theft, loss and damage to the Equipment, including damage from natural causes. Owner further agrees that if the Equipment is located in an area on the Property which is accessible by livestock or other animals, the Equipment shall be fenced off for protection at Owner's expense. In the case the Equipment is damaged or stolen, Owner agrees to reimburse JBU for the damage or loss based upon the cost of repair and/or the replacement cost of the Equipment.

9. Responsibility for Permits. Owner shall be responsible for and shall obtain at Owner's cost and expense, all permits and approvals which are required as conditions precedent to the installation of the Equipment from any governmental agencies having jurisdiction. Owner acknowledges that it is Owner's responsibility to investigate the need for such permits and approvals. Owner further agrees to indemnify and hold JBU harmless from any liability resulting from failure to obtain permits or approvals prior to installation of the Equipment.

10. Indemnification. Owner agrees to indemnify and hold JBU harmless from any liability, loss, damage, claim or cost arising out or resulting from the location of the Equipment on the Property during the Term.

11. Termination. This Agreement may be terminated by JBU prior to the expiration of the Term in the event Owner fails or refuses to perform its obligations hereunder. If JBU determines that Owner has breached any of its obligations under this Agreement, JBU shall give notice to Owner in writing specifying the manner in which JBU believes Owner has failed or refused to perform its obligations. Owner shall thereafter have a period of thirty (30) days from receipt of the notice to cure the default. If JBU, in its sole discretion, determines that Owner has failed to cure the default within such thirty (30) day period, this Agreement shall be terminated and JBU shall have the right to enter onto the Property for purposes of removal of the Equipment.

In the event Owner cures the default to JBU's satisfaction, this Agreement shall remain in full force and effect for the balance of the Term.

12. Notice. All notices, demands or requests required or permitted to be made pursuant to or under this Agreement must be in writing and mailed, post pre-paid by certified or registered mail, return receipt requested, or delivered by Federal Express or other reputable independent overnight delivery service providing written evidence of delivery, or by hand-delivery by a reputable independent courier providing written evidence of delivery, addressed as follows:

If to JBU:
Larry Bland/Fernando Vega
John Brown University
2000 West University St.
Siloam Springs, Arkansas 72761

If to Owner:

Name: _____

Address: _____

13. Miscellaneous.

a. The Equipment shall not be removed from the Property without the prior written permission of JBU.

b. No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other subsequent failure or refusal by the other party to comply.

c. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

d. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, JBU and Owner have executed this Agreement on the Execution Date with intent to be legally bound.

JBU:

Attest: John Brown University

_____ By: _____

OWNER:

Witness

Witness