

WIND TURBINE AGREEMENT

This agreement (Agreement) is entered into this 1st day of January, 2009, between M. A. Mortenson Company, hereinafter referred to as the "Employer" or "Mortenson", and the United Brotherhood of Carpenters and Joiners of America "UBC", the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers "Iron Workers", Laborers' International Union of North America "LIUNA" and the International Union of Operation Engineers "IUOE", hereinafter referred to as "Union" or "Unions." This Agreement covers the construction and erection of wind turbines, including foundations, towers and site work, at project sites where this Agreement has been extended, herein referred to as "Covered Projects."

Extensions for this Agreement shall be for a single project location and shall be extended, in writing for each project location in the sole discretion of the Employer. The Unions agree that an extension by Employer will be accepted by the Unions unless unusual or extenuating circumstances exist. In such case, each Union reserves the right to notify Employer and the other Unions of its intent to deny extension of this Agreement. Any such notice shall be within five (5) business days of Employer's written notice of extension, and shall include a statement of the reasons why extension of the Agreement should be denied. Should one or more Unions give such notice, a meeting shall be held within five (5) days among the Unions to review the purposes of the proposed denial and to accept or deny the proposed denial by majority vote. If a majority of the Unions vote to support extension of this Agreement, this Agreement will be extended for the project location. Otherwise, extension of this Agreement will be denied. The Employer will be immediately notified in writing of the decision of the Unions. This Agreement is between the Employer and the International Unions only.

In entering into this Agreement, all parties recognize the terms and conditions covered by this Agreement are a departure from normal building and construction trades traditional work practices and conditions and therefore, in good faith have arrived at the special conditions provided herein.

ARTICLE I - RECOGNITION, SCOPE, and UNION SECURITY

1.1 The Employer hereby recognizes the Unions as the sole and exclusive bargaining agent for all employees engaged in the construction and erection of wind turbines, including foundations, towers and site work, at Covered Projects.

1.2 The Employer agrees to comply with the contractual wages, fringe benefits, hours and other working conditions established between any Union's affiliates and the employers or recognized employer agencies in the localities in which the company does any work within the jurisdiction of the Union unless otherwise

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modified by this Agreement. This Agreement does not apply to superintendents, office and clerical employees, watchman or other professional or supervisory employees as defined in the National Labor Relations Act, as amended.

1.3 All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the eighth day following the beginning of their employment, or the effective date of this Agreement, whichever is later, acquire, and for the duration of their employment, maintain membership in the union. This provision shall not apply where and if such a requirement for continued employment is prohibited by state law; provided, however, that where an agency shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth day following beginning of such employment, or the effective date of the agreement, whichever is the later period.

1.4 The Employer may extend this Agreement for a project to be performed under a written joint venture agreement with one or more other firms in joint venture with Employer, provided that Employer is the managing member or has a controlling interest in such joint venture.

ARTICLE II- WAGES and FRINGE BENEFIT CONTRIBUTIONS

2.1 Payment of annuity, pension and/or health and welfare contributions for an employees work in each locality shall be made to such funds and in such amounts as are identified in the applicable bargaining agreement for that locality, provided that the designated fund is signatory to the Union or Union's National Reciprocal Agreement. In the event such annuity, pension and/or health and welfare fund is not signatory to the appropriate National Reciprocal Agreement, the equivalent contribution amounts shall be paid to the relevant fund identified in the collective bargaining agreement of the Union or Union's affiliate in the employees home area.

2.2 The Employer may, at its discretion, submit the contributions to the employee's home-area local union or district council funds. If the Employer chooses the option, it shall provide sufficient proof to the work area local union or district council funds that the appropriate contribution amount has been paid to the employee's home area local union or district council fund. However, in no event shall the Employers "key" traveling employees be paid less in wages, and annuity, pension, and/or health and welfare contributions, than what is required under their home-area local union or district council collective bargaining agreement. This provision, Article II, is strictly limited to the company payment of annuity, pension and/or health and welfare contributions. The Employer is obligated to pay dues check-off and all other contributions required under the applicable work-area collective bargaining agreement to the work-area local union or district council.

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2.3 The Employer agrees to be bound by and will sign all legally constituted participation agreements for benefit trusts which have been established between the Union's affiliates and recognized bargaining agencies of contractors in the area. It is understood that the sole purpose of becoming bound and signing such participation agreements is to allow Employer to contribute fringe benefit payments and does not bind Employer to any other agreements or create further bargaining obligations.

2.4 Industry Advancement or Promotion Funds called for in the local labor agreement may be paid at the discretion of the Employer.

2.5 Once Employer's headquarters is notified by certified mail, return receipt requested, or by telegram, FAX, or other electronic means, that Employer or a jobsite subcontractor are delinquent in contributions to fringe benefit funds, apprenticeship funds, dues check-off or any other contractually required contributions for work at Covered Projects, and does not respond positively by forwarding said contributions to the appropriate place of receipt within ten (10) business days, the provisions of Article V shall not apply and the aggrieved Union may legally withhold services to the delinquent employer at the Covered Project. However, it is understood that such action, consistent with Article V, does not allow said craft to establish any picket line.

ARTICLE III- SUBCONTRACTING

3.1 Employer shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.

3.2 In the event Employer subcontracts out any work at Covered Projects, such subcontractors shall be signatory to the appropriate local collective bargaining agreement(s) with each craft employed by the subcontractor(s). However, if the terms and conditions of the local collective bargaining agreement(s) conflict with this Agreement, this Agreement shall supersede.

3.3 It is understood that there may be instances when suitable and competitive union subcontractors may not be available for certain subcontracts. In such instances, Employer will notify the Union(s) in a timely manner prior to the bid or award of the subcontract and the Union(s) may endeavor to locate suitable and competitive union subcontractors to bid for the work. If Employer and the Unions are unable to locate such suitable and competitive subcontractors, or if no union subcontractor submits a suitable and competitive bid, it is understood and agreed that Employer will be relieved of the requirements of paragraph 3.2.

ARTICLE IV- HIRING and EQUAL OPPORTUNITY

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4.1 The Unions agree to refer personnel to Covered Projects upon a nondiscriminatory basis, such referral to be made upon the request of the Employer who retains the right to reject or accept the applicants for employment. The Unions affiliates having jurisdiction in the respective areas of the performance of work will maintain appropriate nondiscriminatory facilities for the registration and referral of personnel possessing the skills required for the performance of work by the Employer. The Employer agrees to use said facilities in filling job vacancies on all projects.

4.2 In the event that no such facilities are maintained or that the facility maintained is unable to fill requisitions for employees within a 48-hour period, excluding Saturdays, Sundays, and holidays, the Employer may employ applicants directly at Covered Projects on a nondiscriminatory basis. In such event, the Employer will notify the Union's affiliate of the names and classifications and the dates of such hiring's.

4.3 The Employer shall have the right to assign key employees to the project. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area. Key personnel shall be named and agreed to at the pre-job conference or at least 10 days prior to their assignment to the project.

4.4 Upon completion of the work, Employer shall advise of their departure.

4.5 In referring to employees in this Agreement, the masculine gender is used for convenience only and shall refer to both males and females.

4.6 The parties agree that affirmative action will be taken to afford equal opportunity to all qualified persons without regard to race, religion, creed, color, age, sex, or national origin, physical or mental disability, marital status, disabled veterans, Vietnam-era veterans or any other reasons prohibited by law. The parties agree to establish a respectful workplace free from sexual harassment, including racial or sexual graffiti.

ARTICLE V- GRIEVANCES and NO STRIKE, NO LOCKOUT

5.1 All disputes arising out of work performed at Covered Projects are subject to this Article. In the interest of uninterrupted progress on any and all work at Covered Projects, the parties hereby agree that there shall be no lockout by the Employer, and there shall be no strikes, picketing or work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee. The Unions and the applicable local unions shall not sanction, aid, or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall take all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity that violates this Article.

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5.2 Neither the International Union(s) nor its local union(s) shall be liable for acts of employees for which it has no responsibility. The International Union(s) will immediately instruct, order and use its best efforts to cause its local union(s) to cease any violation of this Article. If it complies with this obligation, the International Union(s) shall not be liable for unauthorized acts of its local union(s). The principal officers of the local union(s) will immediately instruct, order and use their best efforts to cause the employees of the local union(s) they represent to cease any violation of this Article. If it complies with this obligation, the local union(s) shall not be responsible for unauthorized acts of employees it represents.

5.3 Should any dispute or grievance arise under any of the terms of this Agreement, the Union and Employer's management mutually agree that an attempt will be made to settle any dispute or grievance at the local level between the Project Manager and steward. In the event that the dispute or grievance cannot be resolved at this level, an attempt shall be made by the Employer's designated management representative and the area (District Council or local union) representative designated by the Unions to resolve the dispute.

5.4 If the parties in the local area do not succeed in resolving such dispute or grievance, notice shall be given promptly to the Employer and to the General President of the Unions. Upon receipt of such notice, the Employer and the General President shall each immediately designate a representative and notify the other party of the representative's name and address. The representatives appointed shall contact each other and make arrangements for a meeting to be held within ten days or at any mutually agreeable date and place for the purpose of resolving the issues involved.

5.5 Disputes involving the application or interpretation of this Agreement which are not resolved between the two representatives referred to in Sections 5.3 and 5.4 above shall then be referred to an impartial third party, selected under the Rules of the American Arbitration Association, who shall within thirty (30) days or at any early mutually agreeable date and place, consider the issues involved in the dispute. Any decision reached by the Arbitrator shall be final and binding upon all parties for the duration of this Agreement. The Arbitrator shall have no authority to render a decision which would add to, detract from, or in any way alter this Agreement. The parties shall equally divide the cost of the Arbitrator.

5.6 Since presently established jurisdictional dispute settlement procedures are not applicable to work covered by this Agreement, then any disputes that arise shall be referred to the General Presidents for resolution. It is agreed that the employer and each subcontractor(s) are individually responsible for making specific work assignments for work coming under their individual contracts or subcontracts.

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ARTICLE VI- NOTICE and PRE-JOB CONFERENCE

6.1 It is a violation of this Agreement to start a Covered Project without a pre-job conference subject to the provisions set forth below.

6.2 Employer and representatives of the Unions' district councils and/or local unions having jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as the length of the workweek, starting and quitting times, the number of employees involved, key personnel, the method of referral, the check-off of union dues, initiation fees or agency shop fees, applicable wage rates and fringe benefit contributions, travel and subsistence, craft work assignments, holidays, safety procedures and any other matters, provided that it is agreed that interpretations of this Agreement shall be a matter for the principal parties hereto.

ARTICLE VII- SHIFT WORK

7.1 When shifts are desired, notification must be made to the Business Manager (s) of the local union(s). Shifts may be established when considered necessary by Employer. Shift hours and rates will be as follows:

- First Shift- Eight (8) hours pay for eight (8) hours work, plus one-half (1/2) hour for lunch.
- Second Shift- Eight (8) hours pay for seven (7) and one-half (1/2) hours work, plus one-half (1/2) hour for lunch.
- Third Shift- Eight (8) hours pay for seven (7) hours work, plus one-half (1/2) hour for lunch.

7.2 If only two (2) shifts are worked, Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours.

7.3 Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rates.

ARTICLE VIII- TRAVEL and SUBSISTENCE

8.1 It is agreed that subsistence, travel allowance, mileage or pay for travel shall be paid at the discretion of the employer. If paid, all payments shall be in compliance with local bargaining agreements.

ARTICLE IX- WORKING RULES

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9.1 The time of the employee shall start at the jobsite at the beginning of the shift and shall end at quitting time on the job site.

9.2 Any employee reporting for work and for whom no work is provided, due to inclement weather or other conditions beyond the control of the Employer, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked except as provided in 9.5. Whenever minimum reporting pay is provided for employees, they shall be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the Employer's principal supervisor or designated representative. The provisions of this section are not applicable where the employee voluntarily quits, in which case the employee shall be paid for actual time worked.

9.3 Payday shall be once each week to be determined at the pre-job conference. Employees are to be paid at the end of their regular shift. When employees are discharged, they must be paid wages due them at the time of discharge. When employees quit, wages due may be mailed to the employee.

9.4 Notwithstanding requirements of Article 2.2, Employer shall pay wages and benefits set forth in the appropriate local agreement(s). Such fringe benefits shall be paid for each hour of wages paid.

9.5 All time worked before and after eight (8) hours, Monday through Friday, shall be paid at the appropriate overtime rate. All work on Saturday shall be paid at the rate of time and one-half. All work on Sundays and/or holidays shall be paid at the rate applicable in the appropriate local agreement not to exceed double time.

9.6 Employer shall have the right to make and revise from time-to-time safety and working rules not inconsistent with the above or any other terms of this Agreement, or with existing laws, provided proper notification to employees has been made.

9.7 It is the employer's exclusive responsibility to assure the safety and health of its employees and their compliance with federal, state, and local safety and health laws and regulations as well as the safety rules and standards contained herein.

9.8 The furnishing of tools, other than hand tools, or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the employer to furnish such equipment at no cost to the employee.

9.9 There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall be

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no restrictions imposed against the use of any type of machinery, tools, or labor saving devices. There shall be no bonus, bid, or task work; nor shall there be any limit on or curtailment of production.

ARTICLE X- DRUG and ALCOHOL FREE WORKPLACE

10.1 The parties to this Agreement do hereby recognize the need to provide a drug and alcohol free workplace.

10.2 Drug and alcohol testing for all work at Covered Projects shall be performed pursuant to Employer's policies and procedures. All disputes arising out of implementation of these policies shall be subject to Article V.

ARTICLE XI- DURATION and SAVINGS CLAUSE

11.1 This Agreement shall be effective January 1, 2009 and shall remain in effect until December 31, 2011. This Agreement will automatically renew for an additional two-year term and continue to renew for subsequent two-year terms, unless one of the parties gives notice to the other parties of its intent to renegotiate any term of the Agreement or to terminate the Agreement. Such notice must be given no earlier than 120 days and no later than 60 days prior to the expiration of the then-current two-year term. If the Agreement is terminated, with respect to any jobs in progress as of the expiration date, termination shall not be effective until the completion of such jobs.

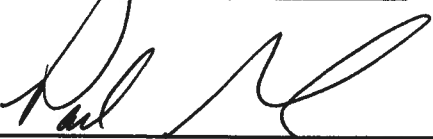
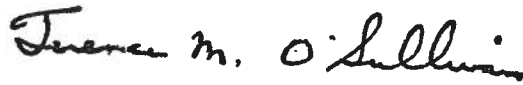
11.2 In the event that any state or federal statute or regulations shall supersede, invalidate or be in conflict with any clause in this Agreement, such statute or regulation shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect.

[Signatures on the following page]

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Employer:

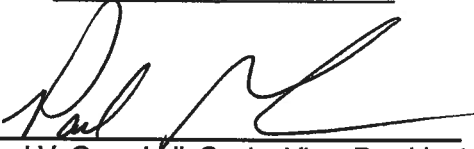
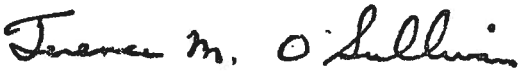
Unions:

<p>M. A. MORTENSON COMPANY PO Box 710 700 Meadow Lane N Minneapolis, MN 55422-1369 (763) 522-2100 Fax (763) 287-5430 Email: paul.campbell@mortenson.com</p> 	<p>UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA</p>
<p>Paul V. Campbell, Senior Vice- President</p>	<p>Douglas J. McCarron, General President</p>
	<p>INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS</p> <hr/> <p>Joseph J. Hunt, General President</p>
	<p>LABORERS' INTERNATIONAL UNION OF NORTH AMERICA</p>  <hr/> <p>Terence M. O'Sullivan, General President</p>
	<p>INTERNATIONAL UNION OF OPERATING ENGINEERS</p> <hr/> <p>Vincent J. Giblin, General President</p>

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Employer:

Unions:

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	<p>LABORERS' INTERNATIONAL UNION OF NORTH AMERICA</p>  <hr/> <p>Terence M. O'Sullivan, General President</p>
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