

## ETHANOL PLANT DEVELOPMENT MANAGEMENT CONSULTING AGREEMENT

THIS MANAGEMENT CONSULTING AGREEMENT, effective as of August 10, 2006, is between Larry Johnson, an individual proprietor, doing business as LLJ Consulting and Business Development, hereafter referred to as LLJ and CLIENT Energy, LLC, a \_\_\_\_\_ limited liability company, hereafter referred to as CLIENT.

The purpose of this Managing Consulting Agreement is to define the respective expectations, obligations and responsibilities of LLJ and CLIENT (CLIENT) during the development, construction and start-up of one or more ethanol production facilities in \_\_\_\_\_ and other potential sites. This document will also define the compensation due LLJ for the services and expertise provided by him to CLIENT.

### ARTICLE I.

#### Authorities and Responsibilities of LLJ and CLIENT.

LLJ agrees to provide consultation, advice and management experience to CLIENT for the express purpose of successfully completing the organizing, financing, construction and start-up of the proposed CLIENT ethanol project(s). Larry Johnson may engage associates to provide the defined services and obligations to CLIENT but will be the sole contact on all issues unless there has been a mutually acceptable designee.

CLIENT will provide project support and make the necessary decisions to facilitate the efficient development of the project and make a best effort to attract and provide financing in an expedient manner. CLIENT will provide one person to carry out the policies of this agreement and speak for CLIENT. Until further designation, that person shall be \_\_\_\_\_.

### ARTICLE II.

#### DUTIES OF LLJ

**General Description:** The services to be provided hereunder, unless mutually agreed to the contrary, are limited to Project development functions required to effectively move the Project through to execution of the EPC. CLIENT shall employ such staff as is reasonably necessary to carry out the activities for which consulting services will be provided.

**Needed Project Services:** The general criteria and outline of the services to be provided by LLJ are as follows:

- a. LLJ shall assist CLIENT in acquiring the basic information necessary to develop and implement the project development strategy.
- b. LLJ will provide to CLIENT a review and update of the existing business plan, incorporating the most current assumptions and projections.
- c. LLJ shall provide recommendations for vendors and companies to third party services as are necessary for a successful completion of the project.
- d. LLJ shall recommend qualified design, engineering and construction firms to CLIENT and assist with the development of a formal contract and schedule with the selected design, engineering, and construction firms.
- e. LLJ shall interview potential lenders for the Project and shall provide advice and consultation to CLIENT in negotiating with proposed Project lenders.

### ARTICLE III. DUTIES OF CLIENT

**Establishment of Appropriate Business Setting:** CLIENT shall cooperate with LLJ and use its best efforts to establish and maintain appropriate records and access to information to facilitate the services provided by CLIENT to third parties. The determination of the funds required to achieve this shall be determined jointly by LLJ and CLIENT.

**Access to Records:** CLIENT shall make available to LLJ all organizational records, agreements and all books and records relating to the operation of CLIENT. All books, records and agreements shall remain the property of CLIENT. CLIENT and LLJ shall maintain the information about one another that they receive under this Agreement as confidential and shall not disclose such information to any party other than an employee or agent of CLIENT or LLJ who agrees to be bound by this confidentiality provision.

ARTICLE IV.  
FEES AND EXPENSES TO LLJ

**Periodic Consulting Fee:** On August 10, 2007, and on the tenth day of each succeeding month thereafter CLIENT shall pay to LLJ for consulting services rendered hereunder a consulting fee of \$\_\_\_\_\_. The fee shall be prorated for partial months.

**Expenses:** CLIENT shall reimburse LLJ for all reasonable and customary travel expenses limited to transportation and lodging. Any other business expenses incurred by LLJ must be pre-approved by CLIENT.

**Success Fee:** CLIENT shall pay to LLJ a success fee totaling \$\_\_\_\_\_ upon attaining certain Benchmarks, defined as follows:

- a. \$\_\_\_\_\_ upon completion of Project financing and execution of the EPC.
- b. \$\_\_\_\_\_ upon construction of the Project reaching the level of Mechanical Completion as defined in the EPC.
- c. \$\_\_\_\_\_ when the Project is operating at 100% of nameplate capacity As defined in the EPC.
- d. \$\_\_\_\_\_ after the first full year of operation, providing CLIENT continues to operate at or above nameplate capacity and the CLIENT annual report shows a positive EBITDA. Should CLIENT not show a profitable EBIDTA, this payment shall be delayed until such year when a profit is reported.
- e. \$\_\_\_\_\_ after the second full year of operation, providing CLIENT continues to operate at or above nameplate capacity and the CLIENT annual report shows a positive EBITDA. Should CLIENT not show a profitable EBIDTA, this payment shall be delayed until such year when a profit is reported..

If this Agreement is terminated on or after any date when the aforementioned Benchmarks are attained, CLIENT must pay to LLJ any unpaid success fee for satisfied Benchmark.. If this Agreement is terminated before all the Benchmarks are attained, CLIENT shall pay to LLJ a pro rated payment, based on the number of days elapsed from the signing of this agreement to the date when the CLIENT performance testing is successfully completed.

ARTICLE V  
TERM AND TERMINATION

**Term:** Except as otherwise provided herein, the term of this Agreement will commence on the effective date and continue until such time as CLIENT has completed start-up and the Project has successfully passed the performance guarantees as defined in the EPC.

**Termination:** Either party may terminate this Agreement at any time upon five (5) days' written notice to the other. If this Agreement is terminated, CLIENT shall immediately pay to LLJ any and all fees and expenses due and owing to LLJ. LLJ will immediately return all documentation, records and intellectual property to CLIENT.

**Governing Law:** This Agreement has been executed and delivered in the State of Minnesota, and all terms and provisions hereof and the rights and obligations of the parties shall be interpreted and enforced in accordance with the laws of such state.

This agreement shall be considered to be in place upon signing by the following:

**LLJ Consulting and Business Development**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT NAME**

CLIENT, LLC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_