



minnesota power / 30 west superior street / duluth, minnesota 55802-2093 / 800-228-4966 / www.mnpower.com

May 5, 2008

Jim Paquette, CHA
General Manager
Canal Park Lodge
250 Canal Park Drive
Duluth, MN 55802

Dear Jim:

We are pleased about your interest in posting the "Minnesota Power Minute" video segment (the "Video") we developed to showcase Minnesota Power's commitment to support businesses like yours with employing energy-conservation principles in design and construction projects on the Canal Park Lodge website.

This letter describes the terms under which Minnesota Power agrees to provide Canal Park Lodge a no-cost, non-exclusive, revocable license to use and broadcast the Video.

We earlier provided you with a digital copy of the Video. Starting on the date you accept the terms of this letter and ending approximately one (1) year from the date of this letter, you may post the Video on your website (www.canalparklodge.com). The Video must be reproduced and displayed in its entirety, including all production credits and copyright notices at the end. You are not authorized to alter or edit the Video in any manner. You may not use or distribute the Video in any other manner without Minnesota Power's prior express written consent.

Unless we agree in writing to an extension of the license, on May 15, 2009 you agree to stop using the Video and will promptly remove it and inform of us of this action. We also reserve the right to terminate the license before May 15, 2009 at our discretion, but please know we would only do so if you violated the terms of this letter agreement or in the unlikely event we believed the Video's content had become too outdated.

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We are pleased with the mutual support this successful project has afforded us both. We also wish you every success in the future. If the terms of this license and letter agreement are acceptable to you, please sign and date one original where indicated below and return a copy to me.

Very truly yours,

Nancy Aronson Norr
Manager, Regional Development
(Interim Communications Manager)

Cc: Steve Lent

Understood and agreed to this 21ST day of ~~May~~ ^{June}, 2008.

CANAL PARK LODGE, LLC

By: Jim Payette

Name: Jim Payette

Title: General Manager
Canal Park Lodge