

PREPARED BY:

Flying Cow Wind, LLC
Attention: Land Management
1125 NW Couch Street, Suite 700
Portland, OR 97209
Telephone: 503.796.7000

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista Bengtson-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

Space above this line for Recorder's use only)

SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made effective as of May 27th, 2021 (the "**Effective Date**"), between **Jerald J. Milton and Lonnie Milton, Dennis L. Milton and Arlene Milton, Judith A. Sonnenburg and Leroy Sonnenburg, Bruce Milton H. and Sharon Milton**, as tenants in common (collectively, "**Landowner**"), whose address is Attn: Jerold Milton, 48249 188th St., Brandt, South Dakota 57218, and **FLYING COW WIND, LLC**, a Delaware limited liability company ("**Lessee**"), whose address is 1125 NW Couch, Suite 700, Portland, Oregon 97209, in light of the following facts and circumstances:

Landowner and **Global Winds Harvest, Inc.**, a Delaware corporation ("**Prior Lessee**"), entered in to that certain Wind Energy Easement Agreement dated effective as of December 27, 2015, which is evidenced by that certain Short Form of Wind Energy Lease and Wind Easement Agreement dated as the same date of the Prior Lease, and recorded in the Office of the Register of Deeds in and for Deuel County, South Dakota on March 28, 2016, in Misc. Book 2016, Page 3082 (collectively, the "**Prior Agreement**"). Lessee succeeded to Prior Lessee's interest in the Prior Agreement. The Prior Agreement expired by its terms on or about December 27, 2015.

Landowner and Lessee entered into that certain Wind Energy Lease and Wind Easement Agreement of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Deuel County, South Dakota, as more particularly described in Exhibit A attached hereto, and which Lease Agreement and such Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing public and constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings ascribed to such capitalized terms in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement shall control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter,

amplify, limit, interpret or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement, and the Lease Agreement shall control over this Lease Short Form in all events.

NOW, THEREFORE, Landowner and Lessee hereby agree as follows, effective as of the Effective Date:

1. Termination of Prior Easement. Landowner and Lessee agree that the Prior Agreement and easement were terminated on or about December 27, 2015 and terminate the Prior Agreement in its entirety and acknowledge that the Prior Agreement shall be of no further force or effect with respect to the Property, from and after December 27, 2015.

2. New Lease.

2.1 Lease of Property. Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement as of the Effective Date. The lease created by the Lease Agreement is exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement. Lessee shall have no right to use the Property for agricultural purposes. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2.2 Grant of Wind Easement. Among other things, any obstruction to the free flow of the wind by Landowner or persons other than Lessee or a Tenant or Assignee or persons claiming through or under Lessee or a Tenant or Assignee is prohibited throughout the entire area of the Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property. Trees, structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain and Lessee may not require their removal. Landowner may not place or plant any trees, structures or improvements on the Property after the Effective Date of this Agreement which may, in Lessee's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Landowner has received prior written approval from Lessee for any such trees, structures or improvements. The provisions of this Section 2.2 shall survive the termination of the Lease Agreement for the full term thereof.

3. Term. The Lease Agreement shall be for a term commencing on the Effective Date and continuing initially until the fifth (5th) anniversary of the Effective Date (the "**Development Period**"). During this Development Period, Lessee shall have the right to study the feasibility of wind energy conversion on the Property and to exercise its other rights under the Lease Agreement.

Lessee may extend the Development Period for an additional two (2) year period. If Lessee or any Assignee or Tenant either (i) installs one or more wind turbines on the Property, and any such wind turbine generates electricity during the Development Period, or (ii) pays Landowner the first Annual Alternative Rent Payment prior to the expiration of the Development Period, then the Lease Agreement shall automatically be extended for a term of thirty (30) years (the "**Extended Term**"). Lessee and any Tenant or Assignee shall have the right to extend the term of the Lease Agreement beyond the Extended Term for up to two (2) additional ten (10) year renewal periods as provided in the Lease Agreement.

4. Ownership. Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property or any environmental attributes produced therefrom, including without limitation any and all credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Windpower Facilities or the electric energy, capacity or other generator-based products produced therefrom.

5. No Interference. Among other things, the Lease Agreement provides that Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Windpower Facilities, whether located on the Property or elsewhere; (ii) the flow of wind, wind speed or wind direction over the Property; (iii) access over the Property to Windpower Facilities, whether located on the Property or elsewhere; or (iv) the undertaking of any other activities of Lessee permitted under the Lease Agreement. In no event during the term of the Lease Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any wind energy conversion system, wind turbine or similar project on the Property.

6. Successors and Assigns. The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. Landowner may not assign the rights and obligations of the Lease Agreement unless the new titleholder accepts all the terms and conditions of the Lease Agreement and has acquired the fee interest in the real property. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement or this Lease Short Form, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

7. Governing Law. This Lease Short Form shall be governed by and interpreted in accordance with the laws of the State of South Dakota.

8. Multiple Counterparts. This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

(SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW)

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Jerold J. Milton

Jerold J. Milton

Lonnie Milton

Lonnie Milton

STATE OF Minnesota)
) ss.
COUNTY OF Yellow Medicine

On this 12th day of April, 2021, before me, the undersigned, personally appeared Jerold J. Milton and Lonnie Milton, known to me or satisfactorily proven to be the person(s) whose names are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Signature: POT
Notary Public for: Minnesota
My commission expires: 1-31-2026
Commission No.: 31070901

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Dennis L. Milton

Dennis L Milton

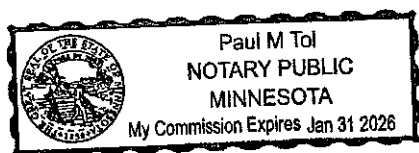
Arlene Milton

Arlene Milton

STATE OF Minnesota)
) ss.
COUNTY OF Yellow Medicine)

On this 12th day of April, 2021, before me, the undersigned, personally appeared Dennis L. Milton and Arlene Milton, known to me or satisfactorily proven to be the person(s) whose names are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Signature: Paul M Tol
Notary Public for: Minnesota
My commission expires: 1-31-2026
Commission No.: 31070901

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Judith A. Sonnenburg

Judith A Sonnenburg

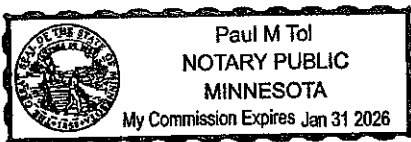
Leroy Sonnenburg

Leroy Sonnenburg

STATE OF Minnesota)
COUNTY OF Yellow Medicine) ss.

On this 12th day of April, 2021, before me, the undersigned, personally appeared Judith A. Sonnenburg and Leroy Sonnenburg, known to me or satisfactorily proven to be the person(s) whose names are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Signature: [Signature]
Notary Public for: Minnesota
My commission expires: 1-31-2026
Commission No.: 31070901

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Bruce H. Milton

Bruce Milton

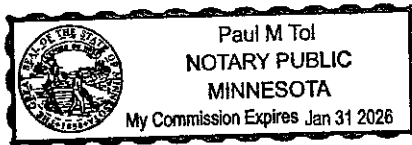
Sharon Milton

Sharon Milton

STATE OF Minnesota)
) ss.
COUNTY OF Yellow Medicine

On this 12th day of April, 2021, before me, the undersigned, personally appeared Bruce H. Milton and Sharon Milton, known to me or satisfactorily proven to be the person(s) whose names are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Signature: [Signature]
Notary Public for: Minnesota
My commission expires: 1-31-2026
Commission No.: 31070901

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

FLYING COW WIND, LLC,
a Delaware limited liability company

LEGAL
SDH
LAND
LAW

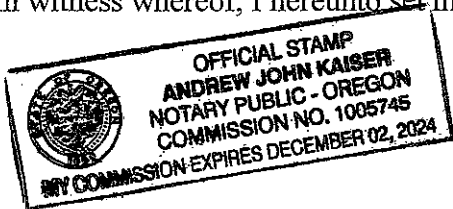
By: [Signature]
Printed Name:
Title: **Sara Parsons**
Authorized Representative

By: [Signature]
Printed Name: **Stephanie La Pier**
Title: **Authorized Representative**

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 9th day of July, 2021 by Sara Parsons and Stephanie La Pier, as Authorized Representatives of Flying Cow Wind, LLC, a Delaware limited liability company, on behalf of the limited liability company.

In witness whereof, I hereunto set my hand and official seal.



Notary Signature: [Signature]
Notary Public for: OREGON
My commission expires: December 02, 2024
Commission No.: 1005745

EXHIBIT A

Description of the Property

All that real property located in Deuel County, South Dakota, described as follows:

State of South Dakota, Deuel County, Norden W Township (T-114-N, R-48-W)

Section 26: NW/4

Section 25: SW/4 NW/4

Total acres: 200

Described in the Warranty Deed recorded by Deuel County as:

Southwest One-fourth (SW¹/₄) of the Northwest One-fourth (NW¹/₄) of Section Twenty-five (25), Township One Hundred Fourteen (114) North, Range Forty-eight (48) West of the 5th P.M., County of Deuel, State of South Dakota; and

Northwest One-fourth (NW¹/₄) of Section Twenty-six (26), Township One Hundred Fourteen (114) North, Range Forty-eight (48) West of the 5th P.M., County of Deuel, State of South Dakota; and

Lots Four (4) and Five (5) in Block Six (6) of Brown's Addition to the Town of Brandt, County of Deuel, State of South Dakota.

COPY

PREPARED BY:

Flying Cow Wind, LLC
Attention: Land Management
1125 NW Couch Street, Suite 700
Portland, OR 97209
Telephone: 503.796.7000

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista Bengtson-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

Space above this line for Recorder's use only)

SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made effective as of _____, 20____ (the "**Effective Date**"), between **Jerald J. Milton and Lonnie Milton, Dennis L. Milton and Arlene Milton, Judith A. Sonnenburg and Leroy Sonnenburg, Bruce Milton H. and Sharon Milton**, as tenants in common (collectively, "**Landowner**"), whose address is Attn: Jerold Milton, 48249 188th St., Brandt, South Dakota 57218, and **FLYING COW WIND, LLC**, a Delaware limited liability company ("**Lessee**"), whose address is 1125 NW Couch, Suite 700, Portland, Oregon 97209, in light of the following facts and circumstances:

Landowner and **Global Winds Harvest, Inc.**, a Delaware corporation ("**Prior Lessee**"), entered in to that certain Wind Energy Easement Agreement dated effective as of December 27, 2015, which is evidenced by that certain Short Form of Wind Energy Lease and Wind Easement Agreement dated as the same date of the Prior Lease, and recorded in the Office of the Register of Deeds in and for Deuel County, South Dakota on March 28, 2016, in Misc. Book 2016, Page 3082 (collectively, the "**Prior Agreement**"). Lessee succeeded to Prior Lessee's interest in the Prior Agreement. The Prior Agreement expired by its terms on or about December 27, 2015.

Landowner and Lessee entered into that certain Wind Energy Lease and Wind Easement Agreement of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Deuel County, South Dakota, as more particularly described in Exhibit A attached hereto, and which Lease Agreement and such Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing public and constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings ascribed to such capitalized terms in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement shall control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter,

amplify, limit, interpret or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement, and the Lease Agreement shall control over this Lease Short Form in all events.

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1. Termination of Prior Easement. Landowner and Lessee agree that the Prior Agreement and easement were terminated on or about December 27, 2015 and terminate the Prior Agreement in its entirety and acknowledge that the Prior Agreement shall be of no further force or effect with respect to the Property, from and after December 27, 2015.

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2.1 Lease of Property. Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement as of the Effective Date. The lease created by the Lease Agreement is exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement. Lessee shall have no right to use the Property for agricultural purposes. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2.2 Grant of Wind Easement. Among other things, any obstruction to the free flow of the wind by Landowner or persons other than Lessee or a Tenant or Assignee or persons claiming through or under Lessee or a Tenant or Assignee is prohibited throughout the entire area of the Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property. Trees, structures and improvements located on the Property as of the Effective Date of this Agreement shall be allowed to remain and Lessee may not require their removal. Landowner may not place or plant any trees, structures or improvements on the Property after the Effective Date of this Agreement which may, in Lessee's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Landowner has received prior written approval from Lessee for any such trees, structures or improvements. The provisions of this Section 2.2 shall survive the termination of the Lease Agreement for the full term thereof.

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Lessee may extend the Development Period for an additional two (2) year period. If Lessee or any Assignee or Tenant either (i) installs one or more wind turbines on the Property, and any such wind turbine generates electricity during the Development Period, or (ii) pays Landowner the first Annual Alternative Rent Payment prior to the expiration of the Development Period, then the Lease Agreement shall automatically be extended for a term of thirty (30) years (the "**Extended Term**"). Lessee and any Tenant or Assignee shall have the right to extend the term of the Lease Agreement beyond the Extended Term for up to two (2) additional ten (10) year renewal periods as provided in the Lease Agreement.

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8. Multiple Counterparts. This Lease Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

(SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW)

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Judith A. Sonnenburg

Leroy Sonnenburg

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned, personally appeared Judith A. Sonnenburg and Leroy Sonnenburg, known to me or satisfactorily proven to be the person(s) whose names are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Signature: _____
Notary Public for: _____
My commission expires:
Commission No.:

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Bruce H. Milton

Sharon Milton

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, the undersigned, personally appeared Bruce H. Milton and Sharon Milton, known to me or satisfactorily proven to be the person(s) whose names are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Signature: _____
Notary Public for: _____
My commission expires:
Commission No.:

IN WITNESS WHEREOF, Landowner and Lessee have caused this Lease Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

FLYING COW WIND, LLC,
a Delaware limited liability company

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title:

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____ and _____, as Authorized Representatives of Flying Cow Wind, LLC, a Delaware limited liability company, on behalf of the limited liability company.

In witness whereof, I hereunto set my hand and official seal.

Notary Signature:
Notary Public for: _____
My commission expires: _____
Commission No.: _____

EXHIBIT A

Description of the Property

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Section 25: SW/4 NW/4

Total acres: 200

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Northwest One-fourth (NW¹/₄) of Section Twenty-six (26), Township One Hundred Fourteen (114) North, Range Forty-eight (48) West of the 5th P.M., County of Deuel, State of South Dakota; and

Lots Four (4) and Five (5) in Block Six (6) of Brown's Addition to the Town of Brandt, County of Deuel, State of South Dakota.