



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Date: August 15, 2025
Winter Title & Abstract Cos.

Gavin T. Winter, Owner



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance (07-01-2021)



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance (07-01-2021)



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance (07-01-2021)



9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: STEWART TITLE GUARANTY COMPANY, 1980 Post Oak Blvd, Houston, TX 77056.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Pipestone Abstract & Title Co.
Issuing Office: 202 2nd Ave SE, POBox 335, Pipestone, MN 56164
Issuing Office's ALTA® Registry ID: 1112083
Loan ID No.:
Commitment No.: P080125S-Martinson
Issuing Office File No.: P080125S-Martinson
Property Address: 1322 145th St, Lake Benton, MN 56149
1420 130th Ave, Lake Benton, MN 56149

1. **Commitment Date:** August 5, 2025 at 07:00 AM

2. **Policy to be issued:**

Proposed Amount of Insurance:

a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD \$0.00
The estate or interest to be insured: Fee Simple

3. **The estate or interest in the Land at the Commitment Date is:** Fee Simple.

4. **The Title is, at the Commitment Date, vested in:**

Charles Owen Martinson, as Trustee of the Charles Owen Martinson Trust dated September 22, 2015

5. **The Land is described as follows:**

SEE EXHIBIT A ATTACHED HERETO

STEWART TITLE GUARANTY COMPANY

Date: August 15, 2025
Winter Title & Abstract Cos.



Gavin T. Winter, Owner

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson
010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: P080125S-Martinson

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
6. Right or claims of parties in possession not disclosed by the public records. We require that standard form sellers and/or buyers affidavits be furnished, and adverse right disclosed thereby will be shown specifically.
7. NOTE: IF THIS OFFICE IS CLOSING THE MORTGAGE TO BE INSURED, WRITTEN PAYOFF STATEMENTS MUST BE RECEIVED IN THIS OFFICE 24 HOURS PRIOR TO CLOSING. DUE TO PRIVACY ISSUES AND LACK OF NECESSARY INFORMATION THIS OFFICE DOES NOT OBTAIN PAYOFF STATEMENTS. WITHOUT A PROVIDED CUSTOMER RELEASE RE: LIEN HOLDERS ACCOUNT
8. Instruments to be executed, delivered and duly filed for record.
9. Trustee's Deed by Authorized Trustee of Charles Owen Martinson Trust dated September 22, 2015 , grantor(s) to TBD to convey the property to be insured. (Tract 1 and 2)
 - a. Regarding the Charles Owen Martinson Trust dated September 22, 2015, the following are required for review and recording:
 - a. A Certificate of Trust, pursuant to Minn. Stat. §501C.1013; and
 - b. An Affidavit of Trustee, pursuant to Minn. Stat. §501C.1014.Upon review of the submitted documentation, additional requirements may be made.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



SCHEDULE B PART I

(Continued)

10. ***NOTE: The Title Company Reserves the right to add additional requirements upon receipt of an executed purchase agreement for any or all of the parcels to be insured herein.***

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: P080125S-Martinson

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. Right or claims of parties other than the insured in actual possession of any or all of the property.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B PART II

(Continued)

9. a) Taxes and Special assessment installments for and payable in the year 2025 and all subsequent years.

The Parcel Identification Number(s) for the property to be insured is/are:

Tract 1: 15-0037-010

Tract 2: 15-0041-000

The real estate taxes due and payable in the year 2025 are in the amount of:

\$3,732.00

\$5,028.00

Current Tax Status is/are: 1st half unpaid with penalty, 2nd half payable, but not yet due

Taxes are paid semi-annually and are due and payable in two equal installments.

First installment is due on May 15, 2025, and covers the period of January 1, 2025 to June 30, 2025

Second installment is due on October 15, 2025 and covers the period of July 1, 2025 to December 31, 2025

All prior years have been paid.

- b) All pending and levied special assessment installments for and payable in the year 2025 and all subsequent years.

There is an annual No solid waste/recycling assessment which is included and incorporated into the tax amount due and payable.

There are no other special assessment installments except the following:

None

All prior years have been paid.

**** GAP Coverage will not be issued on commitments to insure not closed by this Title Insurance Company. ****

GAP Coverage being any and all instruments recorded from and since the effective date and time of this commitment to the date and time of closing and recording. On all transaction not closed by the Title Insurance Company and its appointed agent the Final Title Insurance Policy will not be issued until all of the above stated requirements are met.

10. Unfiled mechanics' or materialmen's liens.
11. Easements and wetlands which appear in the public records or are shown on any recorded plat.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B PART II

(Continued)

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. All restrictive covenants affecting the above described property, but the company guarantees that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the mortgage hereby insured.
14. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which survey would show.
15. Taxes and Special Assessments in 2025 and all subsequent years.
16. Terms and Conditions of Electrical Transmission Easement, dated May 24, 1999, filed January 28, 2000 as Document No. 151194 in favor of Lyon-Lincoln Electric Cooperative, a corporation. (Tract 1)
17. Terms and Conditions of Electrical Transmission Easement, dated June 26, 1999, filed January 28, 2000 as Document No. 151201 in favor of Lyon-Lincoln Electric Cooperative, a corporation. (Tract 1)
18. Terms and Conditions of Land Lease, dated February 7, 2005, filed March 3, 2005, as Document No. 2005-000305 by and between Charles O. Martinson, a single person; and Community Wind North LLC, a Minnesota limited liability company. As amended by First Amendment to Land Lease, dated April 14, 2005, filed May 9, 2005, as Document No. 2005-000693.(Tract 1 and 2)
19. Conditional Use Permit, dated February 15, 2006, filed February 17, 2006, as Document No. 2006-000260. (Re: Wind Conversion Systems) (Tract 1 and 2)
20. Terms and Conditions of Transmission Line Easement, dated August 3, 2006,, filed October 10, 2006 as Document No. 2006-001568 in favor of Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy. (Tract 1 and 2)
21. Terms and Conditions of Memorandum of Land Lease Agreement, dated January 22, 2007, filed February 23, 2007 as Document No. 2007-000284 by and between Charles Martinson, a single man, grantor and Community Wind North 7 LLC, a Minnesota Limited Liability Company. grantee. As amended by, Memorandum of Amendment No.1 to Land Lease, dated November 12, 2008, filed January 30, 2009, as Document No. 2009-000165. As amended by Amendment No. 2 to Land Lease, dated September 7, 2010, filed September 16, 2010, as Document No. 2010-001150. As amended by Amendment No. 4 to Land Lease, dated November 6, 2019, filed November 14, 2019, as Document No. 2019-001312. (Tract 1 and 2)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B PART II

(Continued)

22. Terms and Conditions of Memorandum of Land Lease Agreement, dated January 22, 2007, filed February 23, 2007 as Document No. 2007-000286 by and between Charles Martinson, a single man, grantor and Community Windy North 9 LLC, a Minnesota limited liability company. grantee. As amended by Memorandum of Amendment No. 1 to Land Lease, dated November 12, 2008, filed January 30, 2009, as Document No. 2009-000167. As amended by Amendment No. 2 to Land Lease, dated November 6, 2019, filed November 14, 2019, as Document No. 2019-001311. (Tract 1 and 2)
23. Memorandum of Property Accession, dated March 4, 2021, filed March 12, 2021, as Document No. 2021-000349. (Tract 1 and 2)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: P080125S-Martinson

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

Tract 1: The Northwest Quarter (NW 1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West of the Fifth Principal Meridian, EXCEPT the following-described tract: All that part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West, Lincoln County, Minnesota, being more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning

Tract 2: The Southwest Quarter (SW 1/4) of Section Nine (9) in Township One Hundred Nine (109) North of Range Forty-six (46) West of the Fifth (5th) P.M

LAND LEASE

This Land Lease ("Lease") is made this 7 day of ~~December, 2004~~ ^{February 2005}, between

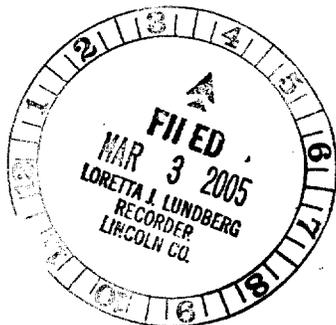
Charles O. Martinson, a SINGLE person (married or single) ("Lessor"), and Community Wind North LLC, a Minnesota limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Lessor and Lessee agree as follows:

ARTICLE I. PREMISES

Section 1.1 General.

- (a) Lessor hereby leases to Lessee and Lessee leases from Lessor the real properties identified on Exhibit A, attached hereto (which properties are herein collectively referred to as the "Premises"), for the sole purpose of installing, operating, maintaining, and repairing multiple wind energy conversion turbines and all appurtenant electrical power lines, cables, power poles, auxiliary equipment, access roads, and structures to be used in connection therewith as a small scale wind energy conversion systems, as defined by Minnesota law (collectively, the "Wind Facilities"). Lessor shall retain the right to use that portion of the Premises not required for installation, operation, maintenance, or repair of the Wind Facilities.
- (b) The parties acknowledge that Lessor is simultaneously granting land leases to additional lessees (the "Third-Party Lessees") for installation, operation, maintenance, and repair of wind facilities. Lessee shall use its best good faith efforts to determine, with the Third-Party Lessees, a location for Lessee's Wind Facilities on the Premises. Lessee and any or all of the Third-Party Lessees may, at their discretion, share some or all of the power lines, cables, poles, equipment, and roads associated with their respective wind facilities. Lessee acknowledges that its use of the Premises for installation, operation, maintenance, and repair of its Wind Facilities shall be subject to similar rights of the Third-Party Lessees, and therefore nonexclusive.
- (c) If the Wind Facilities (except blades) are not fully installed on the Premises within five (5) years of the date of execution of this Lease, this Lease shall be deemed terminated and neither party shall have any further obligations hereunder.



2005 - 000305 ✓

State of Minnesota
County of Lincoln
Office of County Recorder

I hereby certify that the within instrument was filed in this office for record on the 3 day of March A.D. 20 05 4:05 o'clock P. M., and was duly recorded as Document Number 2005-000305
Loretta J. Lundberg, County Recorder

By 15-0041-000 + 15-0037-010 Deputy 20

Section 1.2 Wind Easement.

Lessor shall not permit any obstruction to the free flow of wind over and across the Premises. Trees and improvements located on the Premises as of the date hereof shall be allowed to remain, but no additional trees shall be placed or planted, nor any improvements constructed, on the Premises after the date of this Lease if such trees or improvements may, in Lessee's sole judgment, impede or interfere with the flow of wind to the Wind Facilities, unless Lessor has received prior written approval from Lessee for any such trees or improvements.

ARTICLE II. LEASE TERM

Section 2.1 Lease Term.

The parties acknowledge that Lessee is negotiating to enter a power purchase contract (the "Contract") for the sale of power generated by the Wind Facilities. Subject to the terms of Sections 1.1(c) and 2.2 herein, the term of this Lease shall begin with the date hereof and continues so long as power generated by the Wind Facilities is being sold pursuant to the Contract or any renewal or extension of the Contract. This Lease shall terminate when the Lessee no longer has a valid power purchase contract for sale of power generated by the Wind Facilities.

Section 2.2 Termination of Lease.

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of the term of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) A condemnation of the Premises which makes performance of this Lease impossible or impracticable; or
- (d) Abandonment of the Wind Facilities, as set forth in Section 5.2; or

- (e) Lessee's termination of the Lease for failure of a contingency, as set forth in Section 12.1; or
- (f) An uncured material breach of this Lease by either side and the election of the non-breaching party to terminate this Lease, as more fully set forth in Article XI.

At the termination of this Lease, for any of the reasons described above, Lessee shall surrender to Lessor the possession of the Premises and shall leave the surrendered Premises (subject to activities of any Third-Party Lessees) in good condition. Lessee shall at its own expense remove the Wind Facilities from the Premises. Lessor shall not be liable for any damage to property or any injury sustained by Lessee or others caused by the conduct or activities of Lessee in removing the Wind Facilities from the Premises. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims arising out of Lessee's removal of the Wind Facilities from the Premises. In removing the Wind Facilities, Lessee shall not cause or allow to be caused any undue waste on the Premises and shall comply with all applicable laws and ordinances relating to use or occupancy of the Premises.

ARTICLE III. RENT AND TAXES

Section 3.1 First Year Payment.

Within thirty (30) days of execution of this Agreement (the "Effective Date"), Lessee shall pay Lessor \$1,800 per 320 acres of the Premises (prorated for any fractional amount of the Premises) leased from Lessor under this Agreement, which will be payment for the remainder of the current month and payment for the next twelve (12) consecutive months. If the Premises consists of less than 320 acres, Lessee shall pay Lessor \$1,800 within thirty (30) days of the Effective Date.

Section 3.2 Payment After First Year.

Payable on the first day of the first full calendar month following the first anniversary of the Effective Date, Lessee shall pay Lessor \$150 per calendar month per 320 acres of the Premises (prorated for any fractional amount of the Premises) leased from Lessor under this Agreement on the first day of each calendar month thereafter, to and including the calendar month preceding the installation and commencement of commercial operation of the Wind Facilities. If the Premises consists of less than 320 acres, Lessee shall pay Lessor \$150 per month during this period. Payments under this Section will discontinue the month of commencement of commercial operation of the Wind Facilities or termination of this Agreement. Lessee, at its sole option, shall have the right to discontinue such payments at any time during the term of this Agreement upon thirty (30) days written notice to Lessee, at which time this Agreement shall terminate.

Section 3.3 Installation Fees.

Lessee shall pay to Lessor a one-time installation fee equal to \$5,000 per megawatt installed on the Premises. No additional installation fee shall be due upon any replacement of an existing wind turbine. The installation fee shall be paid fifty (50%) percent upon Commencement of Construction of the Wind Facilities and fifty (50%) percent at the Commencement of Commercial operation of such facilities. "Commencement of Construction" shall mean the commencement of the installation or construction of the wind turbine on the Premises, but shall not include survey or wind measurement work, the installation of fencing, temporary storage buildings or trailers, replacement of equipment or construction materials on the Premises or the construction of roads.

Section 3.4 Operating Fees.

If and when a wind turbine or other power generation facility is installed on the Premises and

begins delivering electricity on a commercial basis (i.e. in quantities and for periods greater than required for testing) to utility transmission lines and for so long as each wind turbine or other power generation facility so installed remains on the Premises until its physical removal therefrom, Lessee shall pay to the Lessor operating fees which shall consist of 2.0% of Lessee's gross revenue receipts under a Renewable Energy Purchase Agreement or \$3,000.00, whichever is greater, such fees to be paid annually in four installments due, respectively, on the first day of each January, April, July and October.

Section 3.5 Contract Revenue Disclaimer.

Lessor acknowledges that Lessee makes no representation or warranty as to the likelihood that the Contract shall be executed or that the Wind Facilities shall generate sufficient electricity to provide revenues so as to entitle Lessor to any expected level of rent other than the minimum rent required of Lessee under Section 3.1. Lessor acknowledges that the operation of the Wind Facilities is subject to adverse weather, lack of wind, equipment failures, and other events beyond the control of Lessee which may interrupt or prevent electricity generation. Lessor further acknowledges that receipts for electricity generated may also be affected by the terms of the Contract and performance by any purchaser of the electricity generated by the Wind Facilities. Any representation by Lessee to Lessor as to the expected production from the Wind Facilities or the amount of rent which could reasonably be expected under this Lease is acknowledged by Lessor to be purely an estimate based on information available to Lessee at the time such estimate is made, and is not a guarantee that any such production will occur or that any such amount of rent will become due to Lessor at any time.

Section 3.6 Taxes and Assessments.

Lessor shall pay, when due, all real property taxes and assessments levied against the Premises. If Lessor shall fail to pay such taxes when due, Lessee may at its option pay the same and deduct the amount paid from rental payments otherwise due Lessor hereunder. Any taxes and assessments levied against the Wind Facilities shall be paid by Lessee. Lessee's failure to pay such taxes or assessments within 12 months after they become due shall constitute a default under this Lease. Lessee shall provide Lessor, upon request, with copies of receipts evidencing payment of such taxes or assessments. Either party shall be entitled to contest the legal validity or amount of any taxes, assessments, or other charges for which the contesting party is responsible under this Lease, and in doing so the contesting party may institute such proceedings as that party considers necessary.

Section 3.7 Utilities.

Lessee shall pay for water, electric, telecommunications, and other utility services used by the Wind Facilities.

ARTICLE IV. IMPROVEMENTS

Section 4.1 Installation.

The electrical drawings of the Wind Facilities to be installed on the Premises shall be made available to Lessor for inspection upon reasonable request.

Section 4.2 Protection of Lessor.

Lessee shall defend and indemnify Lessor against all liability and loss of any type arising out of work performed on the Premises by Lessee or at Lessee's direction. Prior to any activities of any party being authorized by Lessee upon the Premises which could result in a mechanic's lien or any other lien against the Premises, Lessee shall secure, upon Lessor's request, a lien waiver from any and

all parties providing labor or materials. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible within 60 days of creation of such lien or encumbrance.

Section 4.3 Maintenance.

Throughout the term of this Lease, Lessee shall, at its sole expense, maintain the Wind Facilities in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies. In keeping the Wind Facilities in good condition and repair, Lessee shall be entitled to repair, relocate, or replace the Wind Facilities at any time, one or more times, during the term of the Lease, at Lessee's expense, provided that any relocation shall not be to the material adverse detriment of any Third-Party Lessee. Lessee shall not clutter the Premises and shall collect and dispose of any and all of Lessee's refuse and trash. Lessee shall be responsible for seeding and mowing areas immediately adjacent to the Wind Facilities.

Section 4.4 Construction Oversight.

All plans involving access to the Premises by Lessee's construction crews as well as those plans involving the movement of earth shall be submitted to Lessor prior to implementation. Lessee agrees that any clay resulting from excavation shall be used in construction of any access road to be used in conjunction with the Wind Facilities; and any excavated black dirt shall be re-spread on the Premises.

ARTICLE V. ADDITIONAL LESSEE COVENANTS

Lessee covenants, represents, and warrants to Lessor as follows:

Section 5.1 Compliance.

Lessee shall at all times comply with all federal, state, and local laws, rules, and regulations with respect to Lessee's activities under this Lease. Lessee shall apply for all required county and other governmental permits so that all or a portion of the Premises may be used as a site for the Wind Facilities. Lessee shall use its best efforts to obtain all variances, zoning changes, and other governmental approvals necessary for the conduct of its activities under this Lease, including building permits to construct and operate the Wind Facilities. In the event Lessee is unable to obtain such permits, variances, zoning changes, or approvals, this Lease shall, at Lessee's option, terminate and be of no further force or effect.

Section 5.2 Improvements.

All improvements constructed or placed on the Premises by Lessee, including the Wind Facilities, shall be owned by and shall remain the sole property of, Lessee or limited liability companies owned by residents of Lincoln County or contiguous counties to which rights under this Lease have been assigned pursuant to Section 8.2 of this Lease. In the event the Wind Facilities, once constructed, fail to generate electrical power for a continuous period equaling or exceeding one year, the Wind Facilities shall be considered abandoned, and Lessor may then, at Lessee's expense, remove the Wind Facilities.

Section 5.3 Hazardous Wastes.

Lessee shall not allow the use, disposal, storage, or release on the Premises of any substance defined by applicable law as a hazardous material or waste, except in such quantities as may be

required in normal business operations, in full compliance with all applicable laws, and to the extent not harmful to Lessor.

Section 5.4 Insurance.

Prior to installing the Wind Facilities, Lessee shall obtain, for the mutual benefit of Lessor and Lessee, comprehensive broad form general public liability insurance for personal injury, death, or property damage arising from the use, occupancy, or condition of the Premises and the Wind Facilities upon the Premises. Such insurance shall provide protection of at least \$1,000,000 for bodily injury or death to any one person, at least \$2,000,000 for any one accident or occurrence, and at least \$500,000 for property damage. The insurance shall remain in place for the remainder of the term of this Lease, and policy limits shall be adjusted every 10 years to account for inflation. The policies of insurance shall name Lessor as an additional named insured, and shall provide for 30 days prior written notice to Lessor of cancellation or material change. All contractors, subcontractors, or vendors of Lessee shall maintain a minimum \$1,000,000 liability insurance policy and name Lessor as an additional named insured. Lessee shall, upon request, provide Lessor with copies of certificates of insurance evidencing the coverage required herein. In the event of a claim under any insurance, Lessor shall cooperate fully with Lessee to obtain the largest possible recovery under all policies of insurance required herein, and shall provide that the proceeds derived from damage to the Wind Facilities shall be held in trust for the replacement and repair of the damaged Wind Facilities, with any insurance proceeds remaining after repair or reconstruction of the Wind Facilities to become the sole property of Lessee. If Lessee shall fail or refuse to procure or maintain the insurance required by this Lease, or fail or refuse to furnish Lessor the proof of insurance provided for herein, Lessor shall have the right, upon 30 days written notice, to procure and maintain such insurance, in which event all

premiums paid by Lessor shall be treated as additional rent due from Lessee and payable on the first day of the month following the date on which the premiums were paid.

ARTICLE VI. ADDITIONAL LESSOR COVENANTS

Lessor covenants, represents, and warrants to Lessee as follows:

Section 6.1 Title and Authority.

Lessor is the sole owner, in fee simple, of the Premises, and each person signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and rights herein. All persons having any ownership interest in the Premises, including the spouses of such persons, have executed this Lease as Lessor. No encumbrances or liens exist against the Premises. Upon request, Lessor shall provide to Lessee title evidence supporting the representations, warranties, and covenants of this Section 6.1.

Section 6.2 Quiet Enjoyment.

As long as Lessee is not in default under this Lease, and Lessor has not exercised rights upon default provided for herein, Lessee shall have the quiet use and enjoyment of the Premises without interference of any kind by Lessor or any person claiming through Lessor. Neither Lessor nor its activities, nor the activities of anyone claiming through Lessor, shall interfere with the rights of Lessee under this Lease. The provisions of this Section 6.2 shall be subject to the Third-Party Lessee provisions in this Lease, to the extent such provisions are not materially adverse to the rights granted Lessee hereunder.

Section 6.3 Hazardous Materials.

No hazardous material or waste, as those terms are defined by applicable law, exists upon the Premises.

Section 6.4 Cooperation.

Lessor shall cooperate with Lessee, at no cost to Lessor, in obtaining and maintaining such permits or approvals as are needed for installation or operation of the Wind Facilities.

ARTICLE VII. INDEMNIFICATION

Section 7.1 Indemnification.

Each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party and the other party's officers, directors, employees, representatives, and agents (collectively, the "Indemnified Party") against any and all losses, damages, claims, expenses, or liabilities for physical damage to property or for physical injury to any person, including, without limitation, reasonable attorney fees and consequential damages, to the extent resulting from or arising out of any operations or activities of the Indemnifying Party on the Premises, any negligent or intentional acts or omissions on the part of the Indemnifying Party, or any breach of this Lease by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses, or liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive termination of this Lease.

Section 7.2 Crop Damage.

The parties anticipate that Lessor may suffer partial damage and loss to Lessor's crops, ground tile, or other fixtures on the Premises as a result of Lessee's exercise of its rights under this Lease with respect to the Wind Facilities. Lessee shall pay to Lessor fair compensation for such losses or damage. In the event the parties cannot agree upon fair compensation for said losses or damage, the issue of compensation shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. Lessee shall not be responsible for paying compensation to Lessor arising

out of Lessor's inability to grow future crops on the Premises. Lessee shall use its best efforts to immediately report to Lessor any and all losses or damages occurring on the Premises.

ARTICLE VIII. ENCUMBRANCE OR ASSIGNMENT OF LEASE

Section 8.1 Encumbrance Rights.

Lessee may at any time mortgage all or any part of its interest in this Lease or enter into a collateral assignment of all or any part of its interest in this Lease. Upon such mortgage or assignment, the mortgagee or assignee ("Lender") shall have the right, but not the obligation, to perform Lessee's obligations under this Lease so as to prevent a default hereunder and any forfeiture of Lessee's rights under this Lease. If Lessee defaults under any of its obligations hereunder, and Lessor is required to give Lessee notice of such default, Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease as the result of an uncured default by Lessee, Lessor shall not terminate this Lease before first giving written notice of the uncured default and of its intention to terminate this Lease to the Lender, together with a 30-day period to cure the default to prevent termination of the Lease.

Section 8.2 Assignment Rights.

Lessee shall have the right to assign, sublease, or otherwise transfer its interest in this Lease with the written approval of Lessor, which shall not be unreasonably delayed or denied. In the event of any such assignment, subleasing, or transfer, Lessee shall be relieved of any further obligation or liability under this Lease. Lessee shall have the obligation of providing Lessor with the financial statements and other relevant financial data of the proposed assignee, sublessee, or transferee.

Section 8.3 Subrogation Rights.

To the extent Lessee is adversely affected by the default of any Third-Party Lessee under such Third-Party Lessee's lease with Lessor, Lessee shall be surrogated to the rights of Lessor with respect to such default.

ARTICLE IX. CONDEMNATION

Section 9.1 Condemnation and Proceeds.

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking or proposed use of such property subject to the proceedings would prevent or adversely affect Lessee's rights under this Lease, the parties shall negotiate in good faith to amend this Lease to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Lease to Lessee; or, at Lessee's option, this Lease shall be terminated and neither party shall have any further obligations hereunder. All payments made on account of a taking by eminent domain shall be the property of Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Wind Facilities, the loss of any such Wind Facilities, or the loss of use of the Premises pursuant to this Lease. Lessee shall have the right to participate in any condemnation proceedings.

ARTICLE X. FORCE MAJEURE

Section 10.1 Force Majeure.

Neither party shall be liable to the other, or subject to termination of this Lease or any other remedy hereunder, for any failure to perform an obligation to the extent such performance is prevented by an event beyond the control of the party affected which, by exercise of due diligence and foresight, could not reasonably have been avoided.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.1 Events of Default.

Each of the following shall constitute an event of default under this Lease:

- (a) Either party's failure to perform as required any obligation or covenant required of it under this Lease.
- (b) Lessee's abandonment or surrender of the Premises.
- (c) Attachment, execution, or seizure under legal process of either party's interest in the Premises or this Lease.
- (d) Either party's default under any mortgage or lien encumbering that party's interest in the Premises or this Lease.
- (e) The appointment of a receiver to take possession of the Premises, the Wind Facilities, or either party's interest in this Lease, including appointment of a receiver in bankruptcy or for the benefit of creditors.
- (f) Lessee's failure to make any rental payment hereunder when due.
- (g) Lessee's failure to keep in full force and effect any policy of insurance required to be maintained under the terms of this Lease.

Section 11.2 Remedies.

Upon the occurrence of an event of default, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default. In the event the default is not cured within 30 days after such notice is given, the non-defaulting party shall be entitled to any and all remedies provided by law or at equity, including but not limited to termination of this Lease; collection of all amounts due under the Lease; commencement of an action (including an unlawful detainer or ejection action) to determine, retain, or recover possession of the Premises; or specific performance.

Section 11.3 Notice.

Notice to Lessor shall be sent by certified mail, return receipt requested, to Charles O. Martinson, Rural Route 2, Box 62, Lake Benton, MN 56149. Notice to Lessee shall be sent by certified mail, return receipt requested, to Community Wind North LLC, c/o Southwest Regional Development Commission, ATTN: David D. Norgaard, 2401 Broadway Avenue, Suite 1, Slayton, MN 56172.

Section 11.4 Right of First Refusal.

In the event Lessee declares bankruptcy or shall be required to assign its interest in the Lease, the Premises, or the Wind Facilities for the benefit of creditors, Lessor shall, to the extent permitted by law, have a right of first refusal to acquire all of Lessee's interest prior to the acquisition of such interest by any third party.

ARTICLE XII. LEASE CONTINGENCIES

Section 12.1 Contingencies.

The implementation of this Lease shall be contingent upon the occurrence of each of the following:

- (a) Lessee's obtaining financing satisfactory to Lessee for the construction of the Wind Facilities on the Premises.
- (b) Lessee executing the Contract.
- (c) Lessee's obtaining all necessary governmental permits and authorizations to install the Wind Facilities on the Premises.

Prior to the occurrence of all of the contingencies stated above, Lessee shall be entitled to terminate this Lease by giving written notice of such termination to Lessor, in which event the Lease shall be null and void and neither party shall have any further obligations hereunder.

ARTICLE XIII. MISCELLANEOUS

Section 13.1 No Third Party Beneficiaries.

Except for the rights of any Lenders, and subject to the contractual and any statutory or common law subrogation rights of any Third-Party Lessee, no provision of this Lease is intended to nor shall inure to the benefit of any third party so as to constitute any such person a third party beneficiary hereunder, nor give rise to any cause of action in any person not a party to this Lease.

Section 13.2 Entire Agreement.

This Lease constitutes the entire agreement between the parties and supercedes any and all prior oral or written understandings, representations, or statements, none of which shall modify, amend, qualify, or affect any term of this Lease. This Lease may not be amended except in a writing executed by both parties. The invalidity or illegality of any provision of this Lease shall not affect the remainder of the Lease. The captions and article and section titles used in this Lease are used for convenience only, and shall be irrelevant in interpretation and enforcement of this Lease. This Lease shall be interpreted without regard to the identity of the drafting party, it being acknowledged that this Lease is the result of arms-length negotiations between the parties.

Section 13.3 Governing Law.

This Lease is made in Minnesota and shall be governed by the laws of Minnesota.

Section 13.4 Waiver.

Neither party shall be deemed to have waived any provision of this Lease nor any remedy available to it unless such waiver is given in writing and signed by the waiving party.

Section 13.5 Successors and Assigns.

Subject to Article VIII herein, the respective interests of the parties to this Lease shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

Section 13.6 Performance of Lessee's Covenants by Others.

Upon the written consent of Lessor, which shall not be unreasonably delayed or denied, Lessee may delegate performance of any or all covenants to any one or more subtenants or agents of subtenants, and the performance so delegated shall be deemed Lessee's performance.

Section 13.7 Confidentiality.

The parties acknowledge that during the term of this Lease either party may need to provide information to the other which the disclosing party deems to be confidential, proprietary, or a trade secret. Any such information which is marked confidential shall be treated as confidential by the receiving party and shall not be disclosed without the prior consent of the party providing such information, except that the information may be disclosed to attorneys, accountants, or similar professionals engaged by the party receiving the confidential information as long as the professional receiving the information is informed of, and agrees to be bound by, the confidentiality provisions of this Lease.

Section 13.8 Execution.

This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Photocopied signatures shall be treated as original signatures.

Section 13.9 Recordation.

The parties acknowledge that this Lease is intended to be recorded or registered in the land records of Lincoln County, Minnesota. The parties shall execute such further documents as may be necessary to facilitate recordation or registration of this Lease in the land records. In the event the Exhibit A legal description is insufficient to allow recordation or registration of this Lease, Lessor shall provide a sufficient description.

Section 13.10 Attorney Fees.

The damages to be recovered by a party as the result of an uncured event of default by the other party shall include reimbursement of reasonable attorney fees incurred.

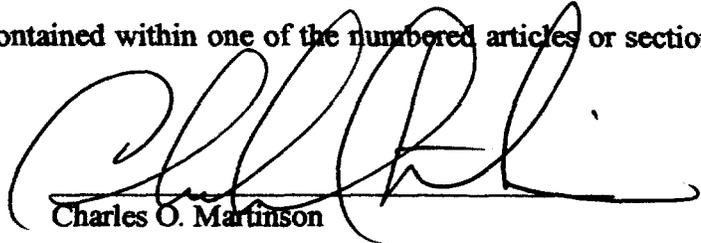
Section 13.11 No Joint Venture.

The parties to this Lease acknowledge that their relationship is a contractual relationship only, and they are not members of a joint venture or a partnership. This Lease shall not be construed as creating fiduciary obligations between Lessor and Lessee.

Section 13.12 Recitals.

The recitals stated in this Lease are acknowledged by the parties to be true, and are incorporated into this Lease as though contained within one of the numbered articles or sections herein.

LESSOR:


Charles O. Martinson

LESSEE:

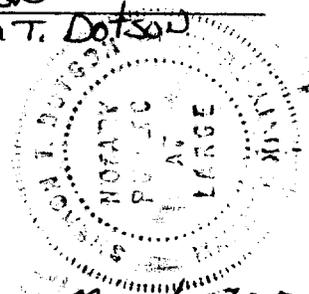
COMMUNITY WIND NORTH LLC,
a Minnesota limited liability company

By 
David D. Norgaard
Chairman, Board of Governors

STATE OF TN)
) ss.
COUNTY OF Maury)

The foregoing instrument was acknowledged before me this 7 day of ~~December, 2004,~~ ^{February 2005}
by Charles O. Martinson, individual person, on his own behalf.

Sheron J. Dotson
Notary Public Sheron T. Dotson



STATE OF MINNESOTA)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 3rd day of ~~December, 2004,~~ ^{March 2005}
by David D. Norgaard, the Chairman of the Board of Governors of Community Wind North LLC, a
Minnesota limited liability company, on behalf of the company.

Julien M. Stank
Notary Public



This instrument drafted by:

FRYBERGER, BUCHANAN, SMITH
& FREDERICK, P.A.
332 Minnesota Street, Suite W-1260
St. Paul, MN 55101
(651) 221-1044

15574\Martinson.1

EXHIBIT A

The Southwest Quarter (SW1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian;

and

The Northwest Quarter (NW1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian, EXCEPT the following-described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest quarter, thence North 90 degrees 00 minutes and 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning.

FIRST AMENDMENT TO LAND LEASE

This First Amendment to Land Lease ("First Amendment") is made this 14th day of April, 2005, between Charles O. Martinson, a single person ("Lessor"), and Community Wind North LLC, a Minnesota limited liability company ("Lessee").

WHEREAS, the parties entered into a Land Lease dated February 7, 2005 (the "Land Lease");
and

WHEREAS, the parties desire to amend the Land Lease to reflect a change of address of the Lessor.

NOW, THEREFORE, the parties agree to amend the Land Lease as follows:

1. Amendment. Article XI. Defaults and Remedies, Section 11.3 Notice., shall be amended as follows:

Section 11.3 Notice.

Notice to Lessor shall be sent by certified mail, return receipt requested, to Charles O. Martinson, 1004 Meandering Way, Franklin, TN 37067. Notice to Lessee shall be sent by certified mail, return receipt requested, to Community Wind North LLC, c/o Southwest Regional Development Commission, ATTN: David D. Norgaard, 2401 Broadway Avenue, Suite 1, Slayton, MN 56172 .

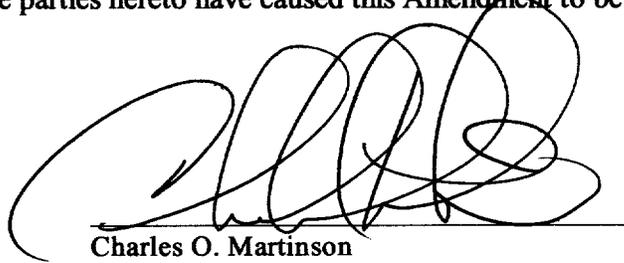
2. Effect of Amendment. Except as specifically set forth in this Amendment, all terms and conditions in the Land Lease shall remain in full force and effect.

3. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereby and their respective permitted successors and assigns.

4. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

LESSOR:

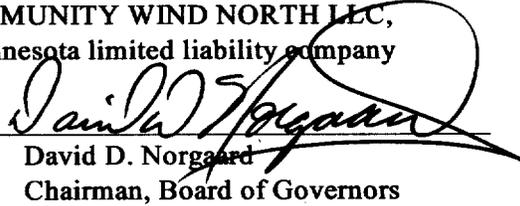


Charles O. Martinson

LESSEE:

COMMUNITY WIND NORTH LLC,
a Minnesota limited liability company

By

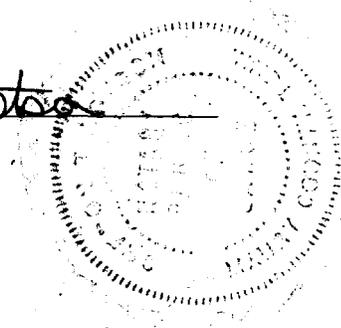


David D. Norgaard
Chairman, Board of Governors

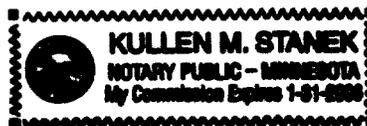
STATE OF Tennessee)
) ss.
COUNTY OF Maury)

The foregoing instrument was acknowledged before me this 14th day of April, 2005, by Charles O. Martinson, a Single person, on his own behalf.

Sharon J. Dotson
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF Lincoln)



The foregoing instrument was acknowledged before me this 9th day of ~~April~~ ^{May}, 2005, by David D. Norgaard, the Chairman of the Board of Governors of Community Wind North LLC, a Minnesota limited liability company, on behalf of the company,

Kullen M. Stanek
Notary Public

This instrument drafted by:

FRYBERGER, BUCHANAN, SMITH
& FREDERICK, P.A.
332 Minnesota Street, Suite W-1260
St. Paul, MN 55101
(651) 221-1044

15574\Martinson First Amendment

EXHIBIT A

The Southwest Quarter (SW1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian;

and

The Northwest Quarter (NW1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian, EXCEPT the following-described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest quarter; thence North 90 degrees 00 minutes and 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning.



2005 - 000693 ✓

State of Minnesota
County of Lincoln
Office of County Recorder

I hereby certify that the within instrument was filed in this office for record on the 9th day of May A.D. 2005 at 11:45 o'clock A.M., and was duly recorded as Document Number 2005-000693

Loretta J. Lundberg, County Recorder
By 15-0041-000 Deputy

15-0037-010

4



State of Minnesota
County of Lincoln
Office of County Recorder

2006-000260 ✓

I hereby certify that the within instrument was filed in this office for record on the 17th day of Feb A.D. 2006 9:00 o'clock A.M., and was duly recorded as Document Number 2006-000260

By 15-0032-000 Deputy
15-0035-010 15-0041-000
15-0079-010 15-0072-000
15-0037-010

Parcel Nos: **15-0032-000; 15-0035-010; 15-0079-010; 15-0037-010;**
15-0041-000; 15-0072-000; 15-0073-010;

Permit No. LC-0707; LC-0708; LC-0709
LC-0710; LC-0711; LC-0712; LC-0713; LC-0714; LC-0715; LC-0716; LC-0717
LC-0718; LC-0719; LC-0720; LC-0721;

Application for Lincoln County Conditional Use Permit

Return to
Lincoln County Environmental Office
PO Box 66
Ivanhoe, MN 56142

Applicant: Community Wind North LLC Phone: (507) 694-1552

Address: PO Box 46, Ivanhoe, MN 56142

Legal Description of Property:

NW1/4SE1/4 and SE1/4SE1/4 of Section Seven (7); NE1/4SW1/4 and SE1/4SW1/4 of Section Eight (8) exc. Part desc in Instr # 152933; NW1/4SE1/4 and SW1/4SE1/4 of Section Seventeen (17) exc. Part desc in Instr. #151109; NW1/4NW1/4, NW1/4SW1/4 and NE1/4SW1/4 of Section Nine (9); W1/2NE1/4, SW1/4SW1/4 and SW1/4NE1/4 exc. Part described in Instr # 149061 of Section Sixteen (16) all in Township One Hundred Nine (109) North of Range Forty-six (46) West of the 5th P.M.

Proposed Use of Property:

Installation of Wind Conversion Systems

Applicant Signature: [Signature] Date: 1-20-06.

For Office Use Only

Date of hearing: 2/15, 20 06 Time: 8:00 Pm

Conditional Requirements:

Motion to Approve/ Disapprove made by Planning and Zoning Committee this 15 day of February, 20 06.

Conditional Use Permit issued in accordance with existing Conditional Requirements and Special Regulations and Minnesota Commissioner of Natural Resources notified this 15 day of 2, 20 06.

Signature Michael J. Rybinat
President - Lincoln County Planning & Zoning Commission
Robert E. Olson
Environmental Administrator - Lincoln County, MN



2006-001568 ✓

State of Minnesota
County of Lincoln
Office of County Recorder

I hereby certify that the within instrument was filed in this office for record on the 10th day of Oct A.D. 2006 at 1:30 o'clock P.M., and was duly recorded as Document Number 2006-001568

Loretta J. Lundberg, County Recorder
By 15-0041-000 Deputy
15-0037-010

4.

EASEMENT

The undersigned, Charles O Martinson hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) in good and valuable consideration to Grantor in hand paid by Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, hereinafter called "NSP", does hereby grant unto NSP, its successors and assigns, the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild, or remove the subject electric transmission lines with all towers, structures, poles, foundations, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices appurtenant to said lines through, over, under and across the following described lands situated in the County of Lincoln, State of Minnesota, to-wit:

The Southwest Quarter (SW1/4) of Section Nine (9), Township One Hundred Nine (109) North Range Forty-six (46) West of the Fifth Principal Meridian. Also the the Northwest Quarter (NW1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty six (46) West, Lincoln County, Minnesota, except that portion of the NE1/4-NW1/4 of said Section Nine (9), described as follows:

Commencing at the Northwest corner of the Northwest Quarter, thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet, to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning.

- (hereinafter called "Premises")

Except for the right of access referenced below and temporary construction area, said easement shall be limited to:

NSP File: R46W, T109N, Sec. 9 Grantor Martinson

Parcel No. 35

Line No. 5538

A strip of land 75 feet in width which lies within a distance of 37.5 feet on each side of the following described line, as said line crosses the above described Fee Premises: Commencing at the southwest corner of Section 09, Township 109 North, Range 46 West; thence South 86 degrees 59 minutes 59 seconds East, along the south line of said Section 09 for a distance of 38.89 feet to a point of beginning; thence North 01 degrees 30 minutes 49 seconds East 5206.56 feet; thence North 01 degrees 35 minutes 16 seconds East 55.00 feet to a point on the north line of said Section 09 and there terminating. - (hereinafter called "the Easement Area")

The rights granted herein may be exercised at any time subsequent to the execution of this document.

The grant of easement herein contained shall also include the right to enter upon the Premises, to survey for and locate said lines and shall also include the right to trim or remove from said Easement Area any structures, trees (including tall or leaning trees located within the Premises adjacent to the Easement Area, which may endanger said lines by reason of falling thereon) or objects, except fences, which in the opinion of NSP will interfere with said lines. Grantor agrees not to erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from NSP, nor to not perform any act which will interfere with or endanger said lines.

The grant of easement herein contained shall also include the right of NSP to have reasonable access to said Easement Area across the Premises. The grant of easement herein contained shall also include the right of reasonable temporary use by NSP of the premises located adjacent to said Easement Area during construction, repair or replacement of said transmission lines, for additional work area. NSP shall be responsible for any and all damages caused or resulting from NSP or it's contractors use of said temporary workspace located adjacent to the easement area.

Said electric lines and supporting structures from time to time may be maintained, reconstructed or relocated on said Easement Area with changed dimensions. NSP will not alter the dimension of the supporting structures to encroach outside of the easement area.

Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the structures supporting Northern States Power Company's electric system, provided that said improvements do not in the opinion of NSP impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, compliance and written approval by NSP prior to installation of the improvements.

Grantor also reserves the right to cultivate, use and occupy said Easement Area, in a manner that is not inconsistent with NSP's rights granted herein.

Page 2 of 4

Grantor Martinson

Parcel No. 35

rev(l) 10-4-04
(2/6-14-05)

NSP agrees that all Earth or other materials necessarily excavated shall be separated and replaced so that the topsoil is replaced last so as to return crop production as soon as possible. NSP shall have the responsibility to remove or otherwise dispose of materials as a result of the construction maintenance or repair so as to return the area within the easement as nearly as possible to its original condition to preserve long term crop production

NSP shall pay for all damages to landscaping, roads and driveways, fences, livestock, crops, fields, drain tile, crop loss reduction in yield due to damage to drain tile, and other property caused by the construction or maintenance of said lines. Claims on account of such damages may be referred to NSP's nearest office.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey an easement in the manner and form herein.

Grantor agrees to execute and deliver to NSP, at NSP's cost without additional compensation, any additional documents needed to correct the legal description of the Easement Area described herein, so that it describes the Easement Area within the Premises that was originally intended to be granted herein and which at a minimum provides conductor clearance meeting the requirements of the National Electrical Safety Code.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from the Minnesota Deed Tax.

Grantor Martinson

Parcel No. 35

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the 3rd day of August, 2006.

GRANTOR

[Handwritten signature of Charles O Martinson]

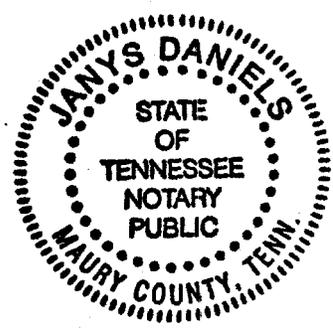
(Name: Charles O Martinson

Name: _____

STATE OF TN)
) ss.
COUNTY OF Maury)

The foregoing instrument was acknowledged before me this 3 day of August, 2006, by Charles O Martinson (a single person a married person/ husband and wife).

[Handwritten signature of Jany Daniels]
Notary Public



This Instrument was drafted by: "Dawn Schultz"
Northern States Power Company d/b/a Xcel Energy
414 Nicollet Mall, 7th Floor
Minneapolis, MN 55401

Grantor Martinson

Parcel No. 35

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

c/o Deere Credit, Inc.
6400 NW 86th Street
Johnston, Iowa 50131
Attn: Ron Arrington

TP 15-0041-000
TP 15-0037-010



* 2 0 0 7 - 0 0 0 2 8 4 *

2007-000284

RECORDED ON
02/23/2007 11:45AM

LORETTA LUNDBERG
LINCOLN COUNTY RECORDER
IVANHOE, MN

REC FEE: \$46.00
PAGES: 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is executed this 22 day of January, 2007,
by and between Charles Martinson, a single man, ("Lessor") and Community Wind North 7
LLC, a Minnesota Limited Liability Company ("Lessee").

WITNESSETH

1. That on July 12, 2006, Lessor and Lessee entered into that certain Land Lease Agreement (the "Land Lease").
2. Lessor holds surface title to certain parcels of real property that are located in Lincoln County, Minnesota, legally described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), Township Numbered One Hundred Nine (109) North of Range Numbered Forty-Six (46) West of the Fifth Principal Meridian;

And,

The Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian,
EXCEPT the following-described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence

MEMORANDUM OF LAND AND WIND EASEMENT AGREEMENT

Page 2 of 4

South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning.

3. Lessor granted to Lessee an easement to develop, finance, construct, install, operate, maintain, repair and, if necessary, replace wind turbine generators comprising the project including an electric collection system, power lines, communications lines, other lines, wind measurement towers, and other wind turbine generator facilities and equipment on the property described below (the "Easement Area"):

The Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), Township Numbered One Hundred Nine (109) North of Range Numbered Forty-Six (46) West of the Fifth Principal Meridian;

And,

The Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian, EXCEPT the following-described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning.

Lessor covenants that during the term of the Lease and any extensions or renewals thereof, Lessor shall not permit any obstruction to the free flow of wind over and across the Premises. Trees and improvements located on the Premises as

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

c/o Deere Credit, Inc.
6400 NW 86th Street
Johnston, Iowa 50131
Attn: Ron Arrington

TP 15-0041-000
TP 15-0037-010



2007-000286

RECORDED ON
02/23/2007 11:45AM

LORETTA LUNDBERG
LINCOLN COUNTY RECORDER
IVANHOE, MN

REC FEE: \$46.00
PAGES: 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is executed this 22 day of January, 2007,
by and between Charles Martinson, a single man, ("Lessor") and Community Wind North 9
LLC, a Minnesota Limited Liability Company ("Lessee").

WITNESSETH

1. That on July 12, 2006, Lessor and Lessee entered into that certain Land Lease Agreement (the "Land Lease").
2. Lessor holds surface title to certain parcels of real property that are located in Lincoln County, Minnesota, legally described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), Township Numbered One Hundred Nine (109) North of Range Numbered Forty-Six (46) West of the Fifth Principal Meridian;

And,

The Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian,
EXCEPT the following-described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence

MEMORANDUM OF LAND AND WIND EASEMENT AGREEMENT
Page 2 of 4

South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning.

3. Lessor granted to Lessee an easement to develop, finance, construct, install, operate, maintain, repair and, if necessary, replace wind turbine generators comprising the project including an electric collection system, power lines, communications lines, other lines, wind measurement towers, and other wind turbine generator facilities and equipment on the property described below (the "Easement Area"):

The Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9), Township Numbered One Hundred Nine (109) North of Range Numbered Forty-Six (46) West of the Fifth Principal Meridian;

And,

The Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth Principal Meridian, EXCEPT the following-described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-Six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning.

Lessor covenants that during the term of the Lease and any extensions or renewals thereof, Lessor shall not permit any obstruction to the free flow of wind over and across the Premises. Trees and improvements located on the Premises as

MEMORANDUM OF AMENDMENT NO. 1 TO LAND LEASE

This MEMORANDUM OF AMENDMENT NO. 1 TO LAND LEASE (this "Memorandum of Amendment No. 1") is entered into as of the 12 day of November, 2008, by and between Charles Martinson, a single man ("Lessor"), and Community Wind North 7 LLC, a Minnesota limited liability company ("Lessee").

WITNESSETH

1. That on July 12, 2006, Lessor and Lessee entered into that certain Land Lease (the "Lease").
2. That a Memorandum of Lease was recorded on February 23, 2007 in Lincoln County, MN as 2007-000284.
3. That on November 12, 2008, Lessor and Lessee entered into that certain Amendment No. 1 to Land Lease ("Amendment No. 1"), which amends the Lease.
4. Exhibit A of the Lease is hereby amended to read the following:

The North Half of the Northwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West of the Fifth Principal Meridian, Lincoln County, Minnesota, EXCEPT the following described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter, thence North 90 degrees 00 minutes and 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.65 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West, a distance of 619.60 feet, to the point of beginning.

5. That Section 2.1 of the Lease is hereby amended and restated in its entirety to read as follows:

The term of this Lease (the "Term") shall begin upon the Effective Date and shall end on the date falling thirty (30) years after the Commencement of Commercial Operation (the "Initial Lease Term") or the expiration or termination of any power purchase agreement

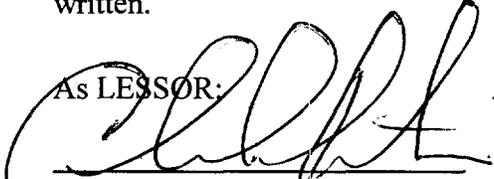
pursuant to which electrical energy from the Wind Facilities is sold to a third-party purchaser, whichever occurs later.

6. That Amendment No. 1 further amends certain provisions of the Lease.
7. That the Lease and Amendment No. 1 further set out the rights and obligations of Lessor and Lessee.
8. This Memorandum of Amendment No. 1 is intended to act only as the notice of the existence of Amendment No. 1 and its general terms. To the extent the terms of this Memorandum of Amendment No. 1 conflict with the terms of Amendment No. 1, the terms of Amendment No. 1 shall control.
9. All capitalized terms used herein shall have the meaning ascribed to them in Amendment No. 1 unless otherwise defined herein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Amendment No. 1 to be executed by their authorized representatives as of the date first above written.

As LESSOR:



Charles Martinson

As LESSEE:

COMMUNITY WIND NORTH 7 LLC

By: 

Name: Margaret Bornhoff
Title: President

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

TP 15-0041-000

MEMORANDUM OF AMENDMENT NO. 1 TO LAND LEASE

This MEMORANDUM OF AMENDMENT NO. 1 TO LAND LEASE (this "Memorandum of Amendment No. 1") is entered into as of the 12 day of November, 2008, by and between Charles Martinson, a single man ("Lessor"), and Community Wind North 9 LLC, a Minnesota limited liability company ("Lessee").

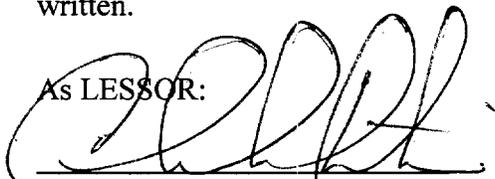
WITNESSETH

1. That on July 12, 2006, Lessor and Lessee entered into that certain Land Lease (the "Lease").
2. That a Memorandum of Lease was recorded on February 23, 2007 in Lincoln County, MN as 2007-000286.
3. That on November 12, 2008, Lessor and Lessee entered into that certain Amendment No. 1 to Land Lease ("Amendment No. 1"), which amends the Lease.
4. Exhibit A of the Lease is hereby amended to read the following:
The Southwest Quarter (SW¹/₄) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West of the Fifth Principal Meridian, Lincoln County, Minnesota.
5. That Section 2.1 of the Lease is hereby amended and restated in its entirety to read as follows:
The term of this Lease (the "Term") shall begin upon the Effective Date and shall end on the date falling thirty (30) years after the Commencement of Commercial Operation (the "Initial Lease Term") or the expiration or termination of any power purchase agreement pursuant to which electrical energy from the Wind Facilities is sold to a third-party purchaser, whichever occurs later.
6. That Amendment No. 1 further amends certain provisions of the Lease.
7. That the Lease and Amendment No. 1 further set out the rights and obligations of Lessor and Lessee.
8. This Memorandum of Amendment No. 1 is intended to act only as the notice of the existence of Amendment No. 1 and its general terms. To the extent the terms of this Memorandum of Amendment No. 1 conflict with the terms of Amendment No. 1, the terms of Amendment No. 1 shall control.
9. All capitalized terms used herein shall have the meaning ascribed to them in Amendment No. 1 unless otherwise defined herein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Amendment No. 1 to be executed by their authorized representatives as of the date first above written.

As LESSOR:



Charles Martinson

As LESSEE:

COMMUNITY WIND NORTH 9 LLC

By: 

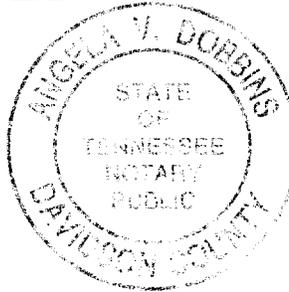
Name: *Maurice Christian*

Title: *president*

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

State of ~~Minnesota~~ ^{Tennessee})
) ss.
County of Davidson)

This instrument was acknowledged before me on this 27th day of ~~November~~ ^{December}, 2008 by Charles Martinson, a single man.

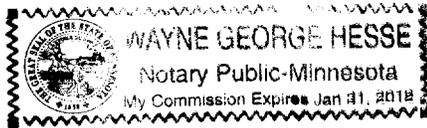


Angela V. Dobbins
Notary Public
My Commission Expires 3-9-12

State of Minnesota)
) ss.
County of LINCOLN)

This instrument was acknowledged before me on this 12 day of November, 2008 by MANALICE CHRISTIAN PRESIDENT of Community Wind North 9 LLC, a Minnesota limited liability company, for and on behalf of said limited liability company.

Wayne Hesse
Notary Public



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Fryberger, Buchanan, Smith & Frederick, P.A.
The First National Bank Building
332 Minnesota Street, Suite W-1260
St. Paul, MN 55101
Attn: Kevin Walli, Esq.



2009-000167

RECORDED ON
01/30/2009 10:30AM

LORETTA LUNDBERG
LINCOLN COUNTY RECORDER
IVANHOE, MN

AMENDMENT NO. 2 TO LAND LEASE

7th This AMENDMENT NO. 2 TO LAND LEASE (this "Amendment No. 2") is entered into as of day of ~~September~~ 2010 (the "Effective Date"), by and between Charles O. Martinson, a single person ("Lessor"), and Community Wind North 7 LLC, a Minnesota limited liability company ("Lessee") and amends that certain Land Lease between Lessor and Lessee dated as of July 12, 2006, as amended by that certain Amendment No. 1 to Land Lease dated November 12, 2008 between Lessor and Lessee (as so amended, the "Original Lease" and together with this Amendment No. 2, the "Lease").

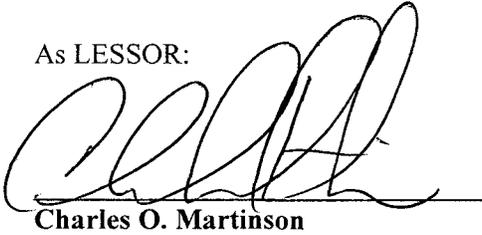
NOW, THEREFORE, the Parties, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. **Amendment to Original Lease.** The Original Lease shall be amended as follows:
 - (a) Change to Exhibit A. The legal description set forth on Exhibit A of the Original Lease shall be deleted and replaced with the legal description set forth on Exhibit A to this Amendment No. 2.
2. **Section Headings.** The section headings used in this Amendment No. 2 are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
3. **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MINNESOTA.
4. **Counterparts.** This Amendment No. 2 may be executed by the Parties in separate counterparts, each of which shall be deemed an original hereof, but all of which shall constitute one and the same instrument.
5. **No Other Amendment.** Except as expressly amended herein, all other terms and provisions of the Original Lease shall remain unmodified and in full force and effect.
6. **Effective Date.** This Amendment No. 2 shall be effective as of the date first written above.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first above written.

As LESSOR:



Charles O. Martinson

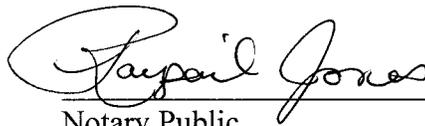
As LESSEE:

COMMUNITY WIND NORTH 7 LLC

By: Margaret Bornhoft
Name: Margaret Bornhoft
Title: President

STATE OF Tennessee)
) ss.
COUNTY OF Williamson)

This instrument was acknowledged before me on the 7th day of September, 2010 by Charles O. Martinson, a single person.


Notary Public
My commission expires: March 8 2014



STATE OF MINNESOTA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on the 4 day of Aug., 2010
by MARGARET BORNHOFT, the PRESIDENT of Community Wind North 7
LLC, a Minnesota limited liability company, for and on behalf of said limited liability company.

Wayne G. Hesse
Notary Public
My commission expires: 1-31-2012

This instrument drafted by:

WINTHROP & WEINSTINE, P.A.
Suite 3500
225 South Sixth Street
Minneapolis, MN 55402
(612) 604-6400

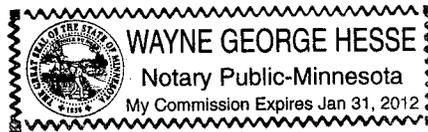


EXHIBIT A

The Northwest Quarter of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West of the Fifth Principal Meridian, Lincoln County, Minnesota, EXCEPT the following described tract:

All that part of the Northeast Quarter of the Northwest Quarter (NE of NW) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter, thence North 90 degrees 00 minutes and 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.65 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West, a distance of 619.60 feet, to the point of beginning..

5366083v1



* 2 0 1 0 - 0 0 1 1 5 0 4 *

2010-001150

RECORDED ON
09/16/2010 01:49PM

LORETTA LUNDBERG
LINCOLN COUNTY RECORDER
IVANHOE, MN
REC FEE: \$46.00
PAGES: 4

ERECORDED
2019-001311
RECORDED ON
11/14/2019 12:26 PM
MICHELLE FACILE, RECORDER
LINCOLN COUNTY, MN
REC FEE: 46.00
REG TAX:
WELL CERT:
PAGES: 9

DRAFTED BY AND UPON RECORDING RETURN TO:
Fredrikson & Byron, PA (KLC)
200 S. Sixth Street
Suite 4000
Minneapolis, MN 55402

AMENDMENT NO. 2 TO LAND LEASE

THIS AMENDMENT NO. 2 TO LAND LEASE AND WIND EASEMENT (this “**Amendment**”) is made of this 6th day of November, 2019 (the “**Effective Date**”) by and between Jason Martinson, as Trustee of the Charles Owen Martinson Trust dated September 22, 2015, as successor in interest to Charles Martinson (collectively, “**Lessor**”), and Community Wind North 9, LLC, a Minnesota limited liability company (“**Lessee**”).

RECITALS

A. Charles Martinson and Lessee are parties to that certain Land Lease dated January 22, 2007, a Memorandum of which was recorded on February 23, 2007 as Document No. 2007-000286 in the Official Real Property Records of Lincoln County, Minnesota, as amended by that certain Memorandum of Amendment No. 1 to Land Lease, dated November 12, 2008 and recorded January 30, 2009, as Document No. 2009-000167, in the Official Public Records of Lincoln County, Minnesota (the “**Lease**”), as such property is more particularly described on the attached Exhibit A (the “**Premises**”). Terms not defined herein have the meaning set forth in the Lease.

B. The Parties acknowledge that the Commencement of Commercial Operation, as such term is defined in the Lease occurred on May 28, 2011.

C. Lessee intends to replace certain portions of the existing Wind Facilities on the Premises, and in connection with such re-powering, Lessor and Lessee desire to amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree that the Recitals set forth above is true and correct in all material respects, and further agree as follows:

1. Extension of Term. The Term of the Lease is hereby extended and shall expire on the date that is thirty (30) years from the Effective Date of this Amendment. Notwithstanding the foregoing, Lessee shall be permitted to terminate the Lease at any time upon Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Wind Facilities in accordance with Section 2.2.

2. Operating Fees. Effective as of the Repowering Date (hereinafter defined), Section 3.4 to the Lease is amended as set forth on Exhibit B-1 attached hereto. Exhibit B-1 shall be removed prior to recording, and such removal shall not affect the validity hereof. The "**Repowering Date**" shall mean the date upon which all turbines within the Project pursuant to the repowering are fully installed, commissioned, operational and producing and transmitting commercial quantities of electricity for sale. Prior to the Repowering Date, during any such period when a turbine is not in operation due to the replacement of certain portions of the Wind Facilities, Lessee shall pay to Lessor operating fees in accordance with the schedule set forth on Exhibit B-2 attached hereto. Exhibit B-2 shall be removed prior to recording, and such removal shall not affect the validity hereof.

3. Wind Facilities. Section 1.1(a) of the Lease is amended to delete "small scale". Section 1.1(a) is further amended to add the following after "maintaining,":

"enlarging, replacing, relocating and removing from time to time, repowering".

4. Other Easements. The following phrase is deleted in each instance from Section 1.3 of the Lease:

"on such portions of the Premises as shall be notified to Lessor by Lessee in writing."

5. Transmission Facilities. Section 1.3 of the Lease is amended to add the following:

"**Transmission Facilities**" shall mean electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities."

6. Improvements. Section 5.2 of the Lease is hereby amended to delete the second sentence in its entirety.

7. Maintenance. Section 4.3 of the Lease is hereby amended to delete the following: "provided that any relocation shall not be to the material adverse detriment of any Third-Party Lessee."

8. Quiet Enjoyment. The last sentence of Section 6.2 of Lease is hereby deleted in its entirety.

9. Crop Damage. The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops on the Premises during Lessee's replacement of Wind Facilities on the Premises. In addition, no crops may be grown within a one hundred ninety-seven (197) foot

radius of any wind turbine during the one year period following the Repowering Date. Lessee shall pay Lessor (or Lessor's renters, if applicable) for such crop loss and related disruption as provided in Section 7.2 of the Lease.

10. Conservation Reserve Program. Section 7.3 of the Lease is hereby amended and restated in its entirety as follows:

“If Lessor is a party to a Conservation Reserve Program (“**CRP**”) contract with the U.S. Department of Agriculture (the “**USDA**”), Lessor shall provide Lessee with a copy of such CRP contract, together with all amendments and modifications thereto; and if applicable, Lessee shall reimburse Lessor for (a) any rental payments that Lessor would have received under the CRP contract but for the construction of Wind Facilities on the Property and (b) the penalties and interest, if any, assessed by the USDA as a result of the construction of Wind Facilities on the Property; provided, however, that (i) such reimbursement obligation shall not apply to any extension or renewal of such CRP contract or to any subsequent CRP contract, (ii) no portion of the Property that is being utilized or that Lessee anticipates utilizing for Wind Facilities shall be bid into the CRP after the [date of this Amendment] and (iii) Lessor shall cooperate with Lessee in completing and submitting applications for any exemptions allowed under the CRP for Wind Facilities.”

11. Remedies. Section 11.2 of the Lease is hereby amended to replace the second sentence in its entirety as follows:

“The defaulting party shall be entitled to cure such default, which cure period shall be 30 days in the case of a monetary default and a reasonable period of time (not in excess of 90 days) for any other default, provided, however, that if the nature or extent of the obligation(s) is such that more than 90 days is required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then the defaulting party shall not be in default if it commences such performance within 90 days and thereafter pursues the same to completion with commercially reasonable diligence. Upon a default and after the expiration of the applicable cure period, the non-defaulting party shall be entitled to any and all remedies provided by law or at equity, including but not limited to termination of this Lease; collection of all amounts due under the Lease; commencement of an action (including an unlawful detainer or ejection action) to determine, retain, or recover possession of the Premises; or specific performance.”

12. Right of First Offer. Section 11.4 of the Lease is hereby deleted in its entirety.

13. Performance of Lessee's Covenants by Others. Section 13.6 of the Lease is hereby deleted in its entirety.

14. Notices. Section 10.1 to the Lease is hereby amended by deleting Lessee's address in its entirety and replacing it with the following:

To Lessee: Community Wind North 9, LLC
c/o Longroad Development Company, LLC
330 Congress Street, 6th Floor
Boston, MA 02210
Attn: General Counsel
Email: contracts@longroadenergy.com
Phone: (617) 377-4301

To Lessor: Jason Martinson, Trustee
715 Scott Ave
Salina, KS 67401

15. Miscellaneous. Except as specifically set forth in this Amendment, the Lease is in all respects ratified and confirmed, and all terms, provisions and conditions thereof shall be and remain in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

[The remainder of this page is intentionally blank.]

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

On November 6th 2019 before me, Chiamaka Lilian Okorie, Notary Public
(here insert name and title of the officer)

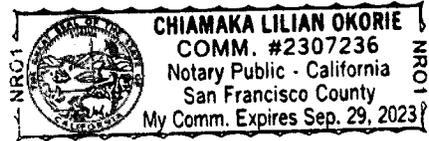
personally appeared Michael U. Alvarez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Chie



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Amendment No 2 to land Lease 2 Martinson Trust 3 containing pages, and dated November 6th, 2019.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) Chief operating officer
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: Community Wind North 9, LLC
Name(s) of Person(s) or Entry(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # 3 Entry # 2

Notary contact: Chiamaka Lilian Okorie

Other

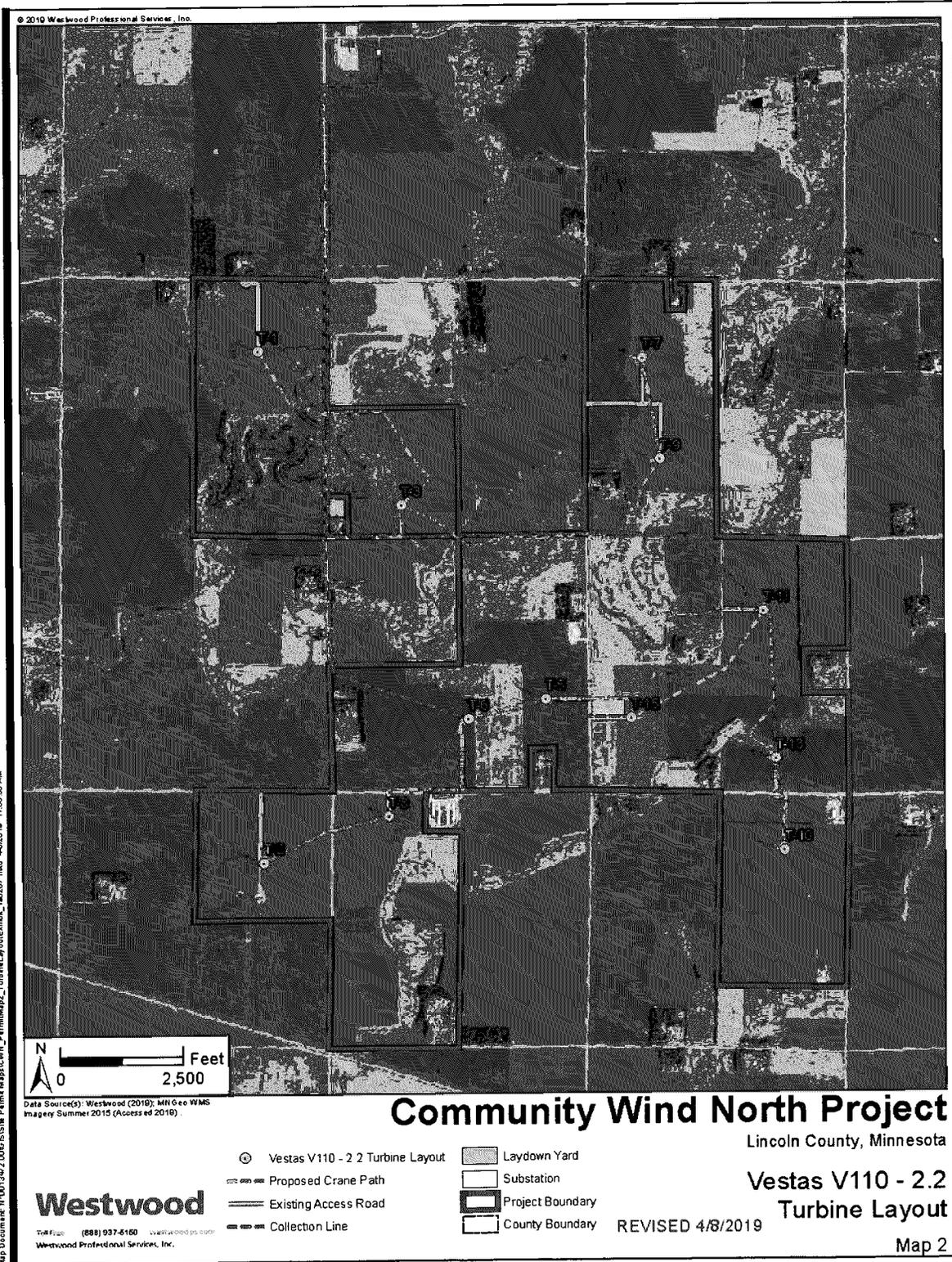
- Additional Signer(s) Signer(s) Thumbprint(s)

**EXHIBIT A
PREMISES**

The Southwest Quarter of Section 9, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Annex I

Project



ERECORDED
2019-001312
RECORDED ON
11/14/2019 12:29 PM
MICHELLE FACILE, RECORDER
LINCOLN COUNTY, MN
REC FEE: 46.00
REG TAX:
WELL CERT:
PAGES: 9

DRAFTED BY AND UPON RECORDING RETURN TO:
Fredrikson & Byron, PA (KLC)
200 S. Sixth Street
Suite 4000
Minneapolis, MN 55402

AMENDMENT NO. 4 TO LAND LEASE

THIS AMENDMENT NO. 4 TO LAND LEASE AND WIND EASEMENT (this “Amendment”) is made of this 6th day of November, 2019 (the “Effective Date”) by and between Jason Martinson, as Trustee of the Charles Owen Martinson Trust dated September 22, 2015, as successor in interest to Charles Martinson (collectively, “Lessor”), and Community Wind North 7, LLC, a Minnesota limited liability company (“Lessee”).

RECITALS

A. Charles Martinson and Lessee are parties to that certain Land Lease dated July 12, 2006, a Memorandum of which was recorded on February 23, 2007 as Document No. 2007-000284 in the Official Real Property Records of Lincoln County, Minnesota, as amended by that certain Memorandum of Amendment No. 1 to Land Lease, dated November 12, 2008 and recorded January 30, 2009, as Document No. 2009-000165; and further amended by that certain Amendment No. 2 to Land Lease, dated September 7, 2010 and recorded September 16, 2010, as Document No. 2010-001150, in the Official Public Records of Lincoln County, Minnesota, and unrecorded Amendment No. 3 to Land Lease dated September 27, 2010 (the “Lease”), as such property is more particularly described on the attached Exhibit A (the “Premises”). Terms not defined herein have the meaning set forth in the Lease.

B. The Parties acknowledge that the Commencement of Commercial Operation, as such term is defined in the Lease occurred on May 28, 2011.

C. Lessee intends to replace certain portions of the existing Wind Facilities on the Premises, and in connection with such re-powering, Lessor and Lessee desire to amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree that the Recitals set forth above is true and correct in all material respects, and further agree as follows:

1. Extension of Term. The Term of the Lease is hereby extended and shall expire on the date that is thirty (30) years from the Effective Date of this Amendment. Notwithstanding the foregoing, Lessee shall be permitted to terminate the Lease at any time upon Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Wind Facilities in accordance with Section 2.2.

2. Operating Fees. Effective as of the Repowering Date (hereinafter defined), Section 3.4 to the Lease is amended as set forth on Exhibit B-1 attached hereto. Exhibit B-1 shall be removed prior to recording, and such removal shall not affect the validity hereof. The "**Repowering Date**" shall mean the date upon which all turbines within the Project pursuant to the repowering are fully installed, commissioned, operational and producing and transmitting commercial quantities of electricity for sale. Prior to the Repowering Date, during any such period when a turbine is not in operation due to the replacement of certain portions of the Wind Facilities, Lessee shall pay to Lessor operating fees in accordance with the schedule set forth on Exhibit B-2 attached hereto. Exhibit B-2 shall be removed prior to recording, and such removal shall not affect the validity hereof.

3. Wind Facilities. Section 1.1(a) of the Lease is amended to delete "small scale". Section 1.1(a) is further amended to add the following after "maintaining,":

"enlarging, replacing, relocating and removing from time to time, repowering".

4. Other Easements. The following phrase is deleted in each instance from Section 1.3 of the Lease:

"on such portions of the Premises as shall be notified to Lessor by Lessee in writing."

5. Transmission Facilities. Section 1.3 of the Lease is amended to add the following:

"**Transmission Facilities**" shall mean electrical transmission, distribution and control facilities, and communications facilities, including overhead and underground lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities."

6. Improvements. Section 5.2 of the Lease is hereby amended to delete the second sentence in its entirety.

7. Maintenance. Section 4.3 of the Lease is hereby amended to delete the following: "provided that any relocation shall not be to the material adverse detriment of any Third-Party Lessee."

8. Quiet Enjoyment. The last sentence of Section 6.2 of Lease is hereby deleted in its entirety.

9. Crop Damage. The parties anticipate and acknowledge that Lessor or Lessor's renters may suffer damage to crops on the Premises during Lessee's replacement of Wind Facilities on the Premises. In addition, no crops may be grown within a one hundred ninety-seven (197) foot radius of any wind turbine during the one year period following the Repowering Date. Lessee shall pay Lessor (or Lessor's renters, if applicable) for such crop loss and related disruption as provided in Section 7.2 of the Lease.

10. Conservation Reserve Program. Section 7.3 of the Lease is hereby amended and restated in its entirety as follows:

“If Lessor is a party to a Conservation Reserve Program (“**CRP**”) contract with the U.S. Department of Agriculture (the “**USDA**”), Lessor shall provide Lessee with a copy of such CRP contract, together with all amendments and modifications thereto; and if applicable, Lessee shall reimburse Lessor for (a) any rental payments that Lessor would have received under the CRP contract but for the construction of Wind Facilities on the Property and (b) the penalties and interest, if any, assessed by the USDA as a result of the construction of Wind Facilities on the Property; provided, however, that (i) such reimbursement obligation shall not apply to any extension or renewal of such CRP contract or to any subsequent CRP contract, (ii) no portion of the Property that is being utilized or that Lessee anticipates utilizing for Wind Facilities shall be bid into the CRP after the [date of this Amendment] and (iii) Lessor shall cooperate with Lessee in completing and submitting applications for any exemptions allowed under the CRP for Wind Facilities.”

11. Remedies. Section 11.2 of the Lease is hereby amended to replace the second sentence in its entirety as follows:

“The defaulting party shall be entitled to cure such default, which cure period shall be 30 days in the case of a monetary default and a reasonable period of time (not in excess of 90 days) for any other default, provided, however, that if the nature or extent of the obligation(s) is such that more than 90 days is required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then the defaulting party shall not be in default if it commences such performance within 90 days and thereafter pursues the same to completion with commercially reasonable diligence. Upon a default and after the expiration of the applicable cure period, the non-defaulting party shall be entitled to any and all remedies provided by law or at equity, including but not limited to termination of this Lease; collection of all amounts due under the Lease; commencement of an action (including an unlawful detainer or ejection action) to determine, retain, or recover possession of the Premises; or specific performance.”

12. Right of First Offer. Section 11.4 of the Lease is hereby deleted in its entirety.

13. Performance of Lessee's Covenants by Others. Section 13.6 of the Lease is hereby deleted in its entirety.

14. Notices. Section 10.1 to the Lease is hereby amended by deleting Lessee's address in its entirety and replacing it with the following:

To Lessee: Community Wind North 7, LLC
c/o Longroad Development Company, LLC
330 Congress Street, 6th Floor
Boston, MA 02210
Attn: General Counsel
Email: contracts@longroadenergy.com
Phone: (617) 377-4301

To Lessor: Jason Martinson, Trustee
715 Scott Ave
Salina, KS 67401

15. pMiscellaneous. Except as specifically set forth in this Amendment, the Lease is in all respects ratified and confirmed, and all terms, provisions and conditions thereof shall be and remain in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

[The remainder of this page is intentionally blank.]

LESSEE:

Community Wind North 7, LLC

By: North Wind Turbines, LLC, its member

By: Community Wind North, LLC, its member

By: Mission Community Wind North,
LLC its managing member

By:

Name: Michael U. Alvarez

Its: COO

STATE OF _____)
) ss.
COUNTY OF _____)

See attached

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the member of Mission Community Wind North, LLC, the managing member of Community Wind North, LLC, the member of North Wind Turbines, LLC, the member of Community Wind North 7, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

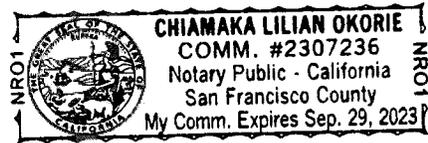
On November 6th, 2019 before me, Chiamaka Lilian Okorie, Notary Public
(here insert name and title of the officer)

personally appeared Michael U. Alvarez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Chie*

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Amendment No. 4 to Land Lease of Charles Owen Martinson Trust, containing _____ pages, and dated November 6th, 2019.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) Chief operating officer
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: Community Wind North 7, LLC
Name(s) of Person(s) or Entity(ies) Signer is Representing

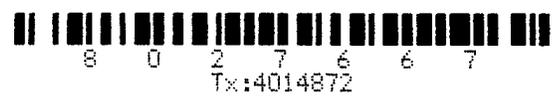
Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # <u>3</u> Entry # <u>3</u>
Notary contact: <u>Chiamaka Lilian Okorie</u>
Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____

**EXHIBIT A
PREMISES**

The Northwest Quarter of Section 9, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota;

EXCEPT: all that part of the Northeast Quarter of the Northwest Quarter of Section 9, Range 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, being more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter; thence North 90° 00' 00" East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90° 00' 00" East, along said North line, a distance of 186.19 feet; thence South 00° 00' 00" East, a distance of 213.07 feet; thence South 88° 41' 07" East a distance of 253.60 feet; thence South 01° 44' 33" East a distance of 449.34 feet; thence South 89° 20' 19" West a distance of 364.85 feet; thence North 56° 37' 27" West a distance of 95.77 feet; thence North 00° 47' 37" West a distance of 619.60 feet to the point of beginning.

- 1. 15-0030-000
- 2. 15-0032-000
- 3. 15-0035-010
- 4. 15-0037-010
- 5. 15-0041-000
- 6. 15-0073-010
- 7+8. 15-0074-010
- 9. 15-0072-000
- 10. 15-0076-000
- 11. 15-0079-020
- 12. 15-0079-000
- 13. 15-0075-000
- 14. 15-0075-010
- 15. 15-0079-010
- 16. 15-0078-000
- 17. 15-0084-000
- 18. 15-0084-005
- 16. 15-0085-000
- 17. 15-0087-005
- 18. 15-0085-010
- 19. 15-0089-020
- 20. 15-0089-010
- 21. 15-0089-000
- 22. 15-0018-000
- 23. 15-0076-005
- 24. 15-0016-000
- 25. 15-0026-000
- 26. 15-0036-000
- 27. 15-0080-000
- 28. 15-0086-000
- 29. 15-0088-000
- 30. 15-0076-010
- 31. 15-0088-000
- 32. 15-0076-010



2021-000349 ✓
 RECORDED ON
 03/12/2021 03:00 PM
 MICHELLE FACILE, RECORDER
 LINCOLN COUNTY MN
 REC FEE: 46.00
 PAGES: 10

MEMORANDUM OF PROPERTY ACCESSION

THIS MEMORANDUM OF PROPERTY ACCESSION (this "Memorandum") is executed as of March 4, 2021 by **NORTHERN STATES POWER COMPANY**, a Minnesota corporation ("Owner") whose address is 414 Nicollet Mall, Minneapolis, Minnesota 55401.

RECITALS:

- A. Owner has acquired the real property in **Lincoln County, Minnesota**, described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").
- B. Immediately upon Owner's acquisition of the Property, the Property became subject to the Lien of the Indenture (defined below), and Owner wishes to give public notice of that fact;

NOW, THEREFORE, Owner acknowledges and gives notice of the following:

- 1. Owner entered into a Supplemental and Restated Trust Indenture, dated May 1, 1988, in favor of Harris Trust and Savings Bank as Trustee (the "1988 Indenture") to secure existing and future obligations of Owner described therein. **THE BANK OF NEW YORK TRUST COMPANY, N.A.** is the successor trustee (the "Trustee") under the 1988 Indenture. The 1988 Indenture, as amended and supplemented from time to time by various supplemental trust indentures, is referred to herein as the "Indenture". The 1988 Indenture was recorded August 7, 2015 as Document No. 2015-000887 in the records of the County Recorder of the above-referenced county (the "Records") and supplemental trust indentures with respect thereto have also been recorded from time to time in the Records. The 1988 Indenture was also filed in the Office of the Minnesota Secretary of State on December 2, 1988 under UCC File No. 1197578. Capitalized terms that are used but not defined in this Memorandum have the meanings given those terms in the Indenture.
- 2. By the terms of the Indenture, all right, title and interest of Owner in and to all property (other than property expressly excluded from the Lien of the Indenture), real, personal and mixed and wherever situated, whether then owned or thereafter acquired by Owner, and specifically including the Property, is subject to the Lien of the Indenture.
- 3. The Property, was immediately upon its acquisition by Owner, and is hereby again, granted, bargained, sold, warranted, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed unto the Trustee, in trust, and subjected to a security interest in favor of the Trustee, in accordance with and subject to the terms of the Indenture.
- 4. All provisions of the Indenture are by this reference incorporated in this Memorandum, and nothing herein shall be deemed to amend or modify the Indenture.

IN WITNESS WHEREOF, Owner has executed this Memorandum as of the date first above written.

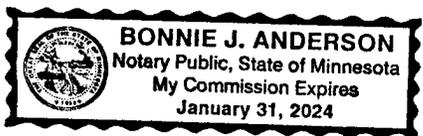
Owner:

NORTHERN STATES POWER COMPANY,
a Minnesota corporation

By: *Timothy G. Rogers*
Timothy G. Rogers, Manager
Siting & Land Rights
Xcel Energy Services Inc.
An Authorized Agent for Northern
States Power Company, a Minnesota
corporation, d/b/a/ Xcel Energy

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me this 4th day of March, 2021 by Timothy G. Rogers, Manager, Siting & Land Rights, Xcel Energy Services Inc. an Authorized Agent for of Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy.



Bonnie J. Anderson
Notary Public

This instrument was drafted by: BJA
Northern States Power Company
414 Nicollet Mall, 6A
Minneapolis, MN 55401
Abstract
Community Wind North Wind Farm

EXHIBIT A

Legal Description of the Property

Community Wind North Wind Farm

Tract 1:

Fee Owner: Estate of David A. Trigg, or Heirs or Devisees of David A. Trigg

Parcel 1:

The Northeast Quarter of Section 7, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Parcel 2:

The Southeast Quarter of Section 7, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 2:

Fee Owner: Beverly A. Dagal, Michael Allan Dagal, Brian Eugene Dagal, and Cheryl Lynn Dagal as Co- Trustees of the Harlan E. Dagal Trust f/b/o Beverly A. Dagal under the Harlan E. Dagal Trust dated June 20, 1998

The Southwest Quarter of Section 8, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota,

EXCEPT that property in the Southwest Quarter (SW1/4) of Section 8, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW1/4) thence North on and along the West Quarter line of said Quarter a distance of 865 feet, thence East parallel to the South Quarter line of said Quarter a distance of 403 feet, thence South parallel to the West Quarter line of said Quarter a distance of 865 feet to the South Quarter line of said Quarter, thence West on and along the South Quarter line of said Quarter to the point of beginning.

Tract 3:

Fee Owner: Charles Owen Martinson, or successor Trustee(s), of the Charles Owen Martinson Trust

The Northwest Quarter of Section 9, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota; **EXCEPT:** all that part of the Northeast Quarter of the Northwest Quarter of Section 9, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, being more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter; thence North 90° 00' 00" East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90° 00' 00" East, along said North line, a distance of 186.19 feet; thence South 00° 00' 00" East, a distance of 213.07 feet; thence South 88° 41' 07" East a distance of 253.60 feet; thence South 01° 44' 33" East a distance of 449.34 feet; thence South 89° 20' 19" West a distance of 364.85 feet; thence North 56° 37' 27" West a distance of 95.77 feet; thence North 00° 47' 37" West a distance of 619.60 feet to the point of beginning.

Tract 4:

Fee Owner: Charles Owen Martinson, or successor Trustee(s), of the Charles Owen Martinson Trust

The Southwest Quarter of Section 9, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 5:

Fee Owner: Steven Garmatz

All that part of the East Half of the East Half of Section 16, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 16, thence South on and along the East section line a distance of 2,230 feet to the point of beginning; thence West parallel to the North line of said Section a distance of 950 feet, thence South parallel to the East line of said Section a distance of 950 feet; thence East parallel to the North line of said Section a distance of 950 feet to the East line of said Section 16, thence North on and along the East line of said Section a distance of 950 feet, more or less, to the point of beginning.

Tract 6:

Fee Owner: Steven Garmatz, as to Parcels 1 & 2

Parcel 1:

The East Half of the East Half (E1/2E1/2) of Section Sixteen (16), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the Fifth P.M., EXCLUDING the following:

Commencing at the Northeast corner of the Northeast Quarter (NE1/4) of said Section Sixteen (16); thence South on and along the East section line a distance of 2,230 feet to the point of beginning; thence West parallel to the North line of said Section a distance of 950 feet; thence South parallel to the East line of said Section a distance of 950 feet; thence East parallel to the North line of said Section a distance of 950 feet to the East line of said Section Sixteen (16); thence North on and along the East line of said Section a distance of 950 feet, more or less, to the point of beginning.

Parcel 2:

The West Half of the Southeast Quarter (W1/2SE1/4) and the East Half of the Southwest Quarter (E1/2SW1/4) of Section Sixteen (16), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the 5th P.M., EXCLUDING the following:

All that part of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Sixteen (16), Township One Hundred Nine (109) North, Range Forty-Six (46) West, Lincoln County, Minnesota, being more particularly described as follows:

Beginning at the southeast corner of said Southwest Quarter (SW1/4); thence North 01 degrees 13 minutes 36 seconds West, bearing based on Lincoln County Coordinate System, along the east line of said Southwest Quarter (SW1/4), a distance of 607.16 feet; thence North 88 degrees 52 minutes 52 seconds West a distance of 309.83 feet; thence South 48 degrees 26 minutes 34 seconds West a distance of 171.68 feet; thence South 00 degrees 37 minutes 17 seconds East a distance of 490.50 feet, to a point on the south line of said Southwest Quarter (SW1/4); thence South 88 degrees 52 minutes 52 seconds East, along said south line, a distance of 446.00 feet, to the point of beginning.

Tract 7:

Fee Owner: Uda Grenz

Parcel 1:

The Southwest Quarter of the Northeast Quarter of Section 16, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Parcel 2:

The Northwest Quarter of Section 16, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Parcel 3:

The Northwest Quarter of the Northeast Quarter of Section 16, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 8:

Fee Owner: Uda Grenz

The West Half of the Southwest Quarter of Section 16, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 9:

Fee Owner: Justin W. Fruechte and Crissa R. Fruechte

The Northeast Quarter (NE1/4) of Section 17, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, **excepting therefrom** the following Tracts I & II:

Tract I

A tract of land located in the Northeast Quarter (NE1/4) of Section 17, Township 109N, Range 46 West of the 5th P.M., described as follows: Beginning at the Southeast corner of said Northeast Quarter (NE1/4), thence North along the East line of said Section 17, a distance of 272 feet; thence West along a line parallel to the South line of said Section 17, a distance of 400 feet; thence North along a line parallel to the East line of said Section 17 a distance of 553.00 feet; thence West along a line parallel to the South line of said Section 17 to a point on the West line of said Northeast Quarter (NE1/4) of Section 17 that is 825 feet north of the Southwest corner of the said Northeast Quarter (NE1/4); thence South along the West line of the Northeast Quarter (NE1/4) to Southwest corner of said Northeast Quarter (NE1/4) of Section 17; thence East along the South line of said Northeast Quarter (NE1/4) to the point of beginning, containing 45 acres more or less.

Tract II

The North Seven Hundred, Seventy feet (N 770') of the South One Thousand, Sixty-two feet (S 1062') of the East Four Hundred feet (E 400') of the Northeast quarter (NE1/4) of Section Seventeen (17), Township One Hundred, Nine North (109 N) Range Forty-Six West (46W) of the 5th P.M.

Tract 10:

Fee Owner: Dark Creek L.L.P.

The East Half of the Southeast Quarter of Section 17, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota; **excepting therefrom:**

All that part of the Southeast Quarter of Section 17, Range 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, being more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter, thence North 90° 00' 00" West, assumed bearing, along the

South line of said Southeast Quarter, a distance of 845.00 feet to the point of beginning; thence continuing North 90° 00' 00" West along said South line, a distance of 391.00 feet; thence North 00° 20' 00" East a distance of 860.00 feet; thence North 88° 33' 28" East a distance of 416.52 feet; thence South 02° 00' 00" West a distance of 871.00 feet to the point of beginning.

Tract 11:

Fee Owner: Jessie Pike

All that part of the Southeast Quarter of Section 17, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter, thence North 90° 00' 00" West, assumed bearing, along the South line of said Southeast Quarter, a distance of 845.00 feet to the point of beginning; thence continuing North 90° 00' 00" West along said South line, a distance of 391.00 feet; thence North 00° 20' 00" East a distance of 860.00 feet; thence North 88° 33' 28" East a distance of 416.52 feet; thence South 02° 00' 00" West a distance of 871.00 feet to the point of beginning.

Tract 12:

Fee Owner: Joann Hansen and Michael Hansen, and Michael Josephson and Laura Josephson

The Northwest Quarter, Section 17, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Also Known as:

Parcel 1:

That part of the North Half of the Northwest Quarter (N1/2 of NW1/4), Section 17, Range 109 North, Range 46 West of the Fifth Principal Meridian, Lincoln County, Minnesota described as follows:

Beginning at the northwest corner of said Northwest Quarter; thence South 01 degrees 36 minutes 31 seconds East, bearing based on Lincoln County Coordinate System (1996 Adj.), along the west line of said Northwest Quarter, a distance of 741.00 feet; thence North 89 degrees 42 minutes 48 seconds East a distance of 2633.33 feet to a point on the east line of said Northwest Quarter; thence North 01 degrees 29 minutes 38 seconds West, along said east line, a distance of 740.97 feet to the northeast corner of said Northwest Quarter; thence South 89 degrees 42 minutes 48 seconds West, along the north line of said Northwest Quarter, a distance of 2634.81 feet to the point of beginning.

Parcel 2:

That part of the North Half of the Northwest Quarter (N1/2 of NW1/4), Section 17, Range 109 North, Range 46 West of the Fifth Principal Meridian, Lincoln County, Minnesota, EXCEPT:

Beginning at the northwest corner of said Northwest Quarter; thence South 01 degrees 36 minutes 31 seconds East bearing based on Lincoln County Coordinate System (1996 Adj.), along the west line of said Northwest Quarter, a distance of 741.00 feet; thence North 89 degrees 42 minutes 48 seconds East a distance of 2633.33 feet to a point on the east line of said Northwest Quarter; thence North 01 degrees 29 minutes 38 seconds West, along said east line, a distance of 740.97 feet to the northeast corner of said Northwest Quarter; thence South 89 degrees 42 minutes 48 seconds West, along the north line of said Northwest Quarter, a distance of 2634.81 feet to the point of beginning.

Tract 13:

Fee Owner: John Boltjes and Dawn Boltjes, husband and wife, as joint tenants, as to Parcel 1 John Boltjes, as to Parcel 2

Parcel 1:

The West Half of the Southeast Quarter of Section 17, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Parcel 2:

The Southwest Quarter of Section 17, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 14:

Fee Owner: Robert Nichols

Parcel 1:

The Northeast Quarter of Section 19, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, lying Northerly of the Railroad Right-of-Way, Lincoln County, Minnesota; excepting therefrom: The South Half of Southwest Quarter of the Northeast Quarter of Section 19, Township 109, Range 46.

Tract 15:

Fee Owner: Patrick C. Nichols and Ann L. Nichols, or their successor, as Co-Trustees of the Patrick C. Nichols Revocable Trust

Parcel 1:

The Northerly 650 feet of the following-described property:

The North Half of the Southeast Quarter and Lot "A" of the Southeast Quarter of Section 19, Township 109 North, Range 46 West of the 5th Principal Meridian, lying North of the right-of-way of the Chicago and Northwestern Railway, Lincoln County, Minnesota.

Parcel 2:

The South Half of the Southwest Quarter of the Northeast Quarter of Section 19, Township 109, Range 46.

Tract 16:

Fee Owner: Michael J. Fruechte and Laurie Fruechte, Trustees of the Michael J. Fruechte Living Trust dated December 20, 2017

The Northwest Quarter and the Northerly 400 feet of the Southwest Quarter of Section 20, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota, EXCEPT the North 810 feet of the East 780 feet of said Northwest Quarter.

Tract 17:

Fee Owner: Spronk Brothers III Real Estate, LLLP, a Minnesota limited liability limited partnership

The North 810 feet of the East 780 feet of the Northwest Quarter of Section 20, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 18:

Fee Owner:

Daniel Renkly, as to Parcel 1;

Shirley A. Renkly, as to Parcel 2

James B. Plueger, as to Parcel 3

Parcel 1:

The East Half of the West 2/3rds of the Northeast Quarter (E1/2W2/3NE1/4) and the East Half of the West 2/3rds of the North Half of the Southeast Quarter (E1/2W2/3N1/2SE1/4), all in Section 21, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Parcel 2:

The West 1/3rd of the Northeast Quarter (W1/2NE1/4) and the West 1/3rd of the North Half of the Southeast Quarter (W1/3N1/2SE1/4), all in Section 21, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Parcel 3:

The East 1/3rd of the Northeast Quarter (E1/3NE1/4) and the East 1/3rd of the North Half of the Southeast Quarter (E1/3N1/2SE1/4), all in Section 21, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 19:

Fee Owner: Northern State Power Company, d/b/a Xcel Energy, a Minnesota corporation

The North Half of all that part of the Northwest Quarter lying South of the centerline of the Township Road in the Northwest Quarter of Section 5, Township 109 North, Range 46 West of the 5th Principal Meridian, Lincoln County, Minnesota.

Tract 21:

Fee Owner: Dark Creek L.L.P.

A tract of land located in the Northeast Quarter (NE¹/₄) of Section 17, Township 109N, Range 46 West of the 5th P.M., described as follows:

Beginning at the Southeast corner of said Northeast Quarter (NE¹/₄), thence North along the East line of said Section 17, a distance of 272 feet; thence West along a line parallel to the South line of said Section 17, a distance of 400 feet thence North along a line parallel to the East line of said Section 17 a distance of 553.00 feet; thence West along a line parallel to the South line of said Section 17 to a point on the West line of said Northeast Quarter (NE¹/₄) of Section 17 that is 825 feet north of the Southwest corner of the said Northeast Quarter (NE¹/₄); thence South along the West line of the Northeast Quarter (NE¹/₄) to Southwest corner of said Northeast Quarter (NE¹/₄) of Section 17; thence East along the South line of said Northeast Quarter (NE¹/₄) to the point of beginning, West of the 5th P.M., Lincoln County, Minnesota.

Tract 22:

Fee Owner: James W. Nichols

The South Half (S1/2) of Section Numbered Four (4), Township One Hundred Nine (109) North, Range Forty-six (46) West of the 5th P.M., Lincoln County, Minnesota; LESS and EXCEPT a parcel conveyed in Warranty Deed recorded October 4, 1983 in Book 95, Page 98, more particularly described as follows:

All that part of the Southwest Quarter (SW1/4) of Section Four (4), Township One Hundred Nine (109) North of Range Forty-six (46) West of the 5th Principal Meridian within the following described boundary: Beginning at a point on the Section line 1215 feet East of the Southwest corner of said Section Four (4), Township One Hundred Nine (109) North, Range Forty-six (46) West, thence East on and along the section line for a distance of 608 feet, thence North 90 degrees 00 minutes for a distance of 770 feet, thence West parallel with the section line for a distance of 608 feet, thence South 90 degrees 00 minutes for a distance of 770 feet to the point of beginning.

Tract 23:

Fee Owner: Douglas W. Venekamp and Carolyn Venekamp, as Trustee(s) of the Douglas W. Venekamp Revocable Living Trust dated November 20, 2007, an undivided ½ interest and Carolyn Venekamp and Douglas W. Venekamp, as Trustee(s) of the Carolyn Venekamp Revocable Living Trust dated November 20, 2007, an undivided ½ interest.

Described as a tract of land situated in the East Half (E ½) of Section Six (6), Township 109 North, Range Forty-six (46) West, 5th P.M., Lincoln County, Minnesota further described as Commencing at the southeast corner of Section Six (6); Thence South 90 degrees 00 minutes 00 seconds West, (assumed bearing), along the south line of Section Six (6), a distance of 1438.26 feet to the Point of Beginning; thence North 1 degrees 16 minutes 42 seconds West, a distance of 543.14 feet; thence South 84 degrees 36 minutes 03 seconds West a distance of 536.80 feet; thence South 0 degrees 47 minutes 21 seconds East, a distance of 492.54 feet to the south line of Section Six (6); thence North 90 degrees 00 minutes 00 seconds East, along the south line of Section Six (6), a distance of 539.75 feet to the Point of Beginning, Lincoln County, Minnesota.

Tract 26:

Fee Owner: Ronald K. Vaske

The Southeast Quarter (SE 1/4) of Section Eight (8), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the 5th P.M., Lincoln County, Minnesota.

Tract 29:

Fee Owner: Robert J. Kroese, Trustee of the Robert J. Kroese Revocable Trust dated September 12, 2019

TRACT I:

The Southeast Quarter (SE1/4) in Section Numbered Eighteen (18) of Township Numbered one Hundred Nine (109) North of Range Numbered Forty-six (46) West of the Fifth (5th) Principal Meridian, Lincoln County, State of Minnesota, and

TRACT II:

Government Lots One (1) , Two (2) , Three (3) and Four (4) , and the East One-Half of the Northwest Quarter (E½ NW¼) and the East One-Half of the Southwest Quarter (E½ SW¼), also described as the West One-Half (W½) of Section Numbered Eighteen (18) in Township Numbered One Hundred Nine (109) North of Range Numbered Forty-six (46) West of the Fifth (5th) Principal Meridian, Lincoln County, Minnesota.

Tract 30:

Fee Owner: Schellberg Holdings, LLC, a Minnesota limited liability company

The Northeast Quarter of Section Twenty (20), Township One Hundred Nine (109) North, Range Forty-six (46) West of the 5th P.M., Lincoln County, Minnesota.

Tract 31:

Fee Owner: Brian Fruechte and Kim Fruechte, Trustees, or their successors in trust, under the Brian & Kim Fruechte Living Trust, dated November 28, 2017, and any amendments thereto

The Northwest Quarter (NW¼) of Section Twenty-one (21), Township One Hundred Nine (109) North, Range Forty-Six (46) West of the 5th P.M., Lincoln County, Minnesota.

Tract 33:

Fee Owner: Spronk Brothers III Real Estate, LLLP, a Minnesota limited liability limited partnership

The North 770 feet of the South 1,062 feet of the East 400 feet of the Northeast Quarter of Section Seventeen (17), Township One Hundred Nine (109) North, Range Forty-six (46) West of the 5th P.M., Lincoln County, Minnesota.



State of Minnesota }
County of Lincoln }
Office of County Recorder

I hereby certify that the within instrument was filed in this office for record on the 28 day of JAN 2000 at 4:09 P.M. and now remains on file.

By Michelle Facile
15-0037-010

Space Above This Line for Recording Data

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto LYON-LINCOLN ELECTRIC COOPERATIVE, INC., a corporation, whose post office address is Tyler, Minnesota, hereinafter called "Cooperative" and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Lincoln, State of Minnesota, and more particularly described as follows: The north 100' of the northwest quarter (NW1/4) of section nine (9) located in the township of Verdi T109N.R46 west of the fifth (5th) principal meridian.

Purpose: A 7.2 KV underground power cable and apparatus. This easement is subject to crop damage for crops growing or not harvested and any future crop damage due to repair or change of installation.

and to place, construct, operate, repair, maintain, relocate and replace thereon an in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned does further grant unto "Cooperative", its successors and assigns, the right, privilege and easement of right of way over the above described tract to lay, construct, operate and maintain underground conduit, and/or cable lines for transmitting and distributing electric power, including all wires, cable, hand holes, manholes, transformers, transformer enclosure, concrete pads, connection boxes, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith, under, upon and across the lands of owner above described.

The undersigned covenants that he is the owner of the above described lands and that all facilities erected hereunder shall remain the property of the Cooperative. Cooperative shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, substitutions and additions in and to its facilities as Cooperative may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures.

Cooperative shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions, trees, shrubbery, undergrowth and roots.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Cooperative shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner.

It is further understood whenever appropriate, the words used in this instrument in the masculine singular be construed to read in plural, feminine or neuter.

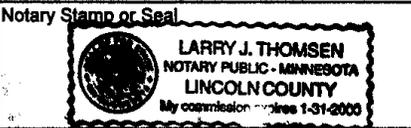
Date: 5-24-99

x Evelyn C. Thautman

STATE OF MINNESOTA

COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 24th day of May, 1999, by: Evelyn C. Thautman Widowed (marital status) person (marital status)



Larry J. Thomsen
My Commission Expires: 1-31-2000
This easement drafted by:
Lyon-Lincoln Electric Cooperative, Inc., Tyler, MN 56178



State of Minnesota }
County of Lincoln }
Office of County Recorder
I hereby certify that the within
instrument was filed in the public
record on the 28 day of JAN 2000
4:10 o'clock P.M., and was
by Michelle Facile
15-0037-010

Space Above This Line for Recording Data

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto LYON-LINCOLN ELECTRIC COOPERATIVE, INC., a corporation, whose post office address is Tyler, Minnesota, hereinafter called "Cooperative" and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Lincoln, State of Minnesota, and more particularly described as follows: The north 100' of the northwest quarter (NW1/4) of section nine (9) located in the township of Verdi T109N.R46 west of the fifth (5th) principal meridian.
Purpose: A 7.2 KV underground power cable and apparatus. This easement is subject to crop damage for crops growing or not harvested and any future crop damage due to repair or change of installation.

and to place, construct, operate, repair, maintain, relocate and replace thereon an in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned does further grant unto "Cooperative", its successors and assigns, the right, privilege and easement of right of way over the above described tract to lay, construct, operate and maintain underground conduit, and/or cable lines for transmitting and distributing electric power, including all wires, cable, hand holes, manholes, transformers, transformer enclosure, concrete pads, connection boxes, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith, under, upon and across the lands of owner above described.

The undersigned covenants that he is the owner of the above described lands and that all facilities erected hereunder shall remain the property of the Cooperative. Cooperative shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, substitutions and additions in and to its facilities as Cooperative may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures.

Cooperative shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions, trees, shrubbery, undergrowth and roots.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Cooperative shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner.

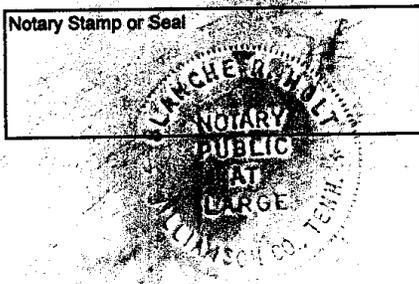
It is further understood whenever appropriate, the words used in this instrument in the masculine singular be construed to read in plural, feminine or neuter.

Date: 6/26/99
6/26/99

[Signature]
Patricia Martinson

STATE OF ~~MINNESOTA~~ Tennessee
COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 26th day of June, 1999, by:
Charles Martinson Husband (marital status)
Patricia Martinson wife (marital status)



Blanche R. Holt
My Commission Expires: 1-30-2001
This easement drafted by:
Lyon-Lincoln Electric Cooperative, Inc., Tyler, MN 56178