

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 2, 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 (SW¼) 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]*

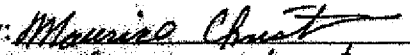
IN WITNESS WHEREOF, the parties have caused this Memorandum of Amendment No. 1 to be executed by their authorized representatives as of the date first above written.

As LESSOR:

  
Charles Martinson

As LESSEE:

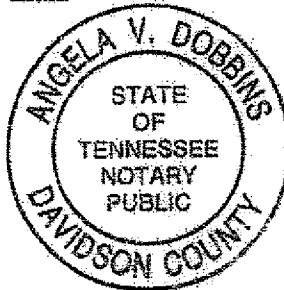
COMMUNITY WIND NORTH 9 LLC

By:   
Name: Maurice Christian  
Title: president

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

Tennessee  
State of Minnesota )  
County of Davidson ) ss.

This instrument was acknowledged before me on this 12 day of December, 2008 by Charles Martinson, a single man.

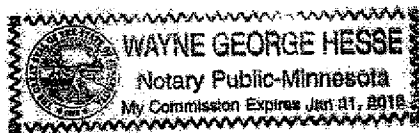


*Angela V. Dobbins*  
Notary Public  
My Commission Expires 5-9-12

State of Minnesota )  
County of Lincoln ) ss.

This instrument was acknowledged before me on this 12 day of November, 2008 by MAURICE CHRISTENSEN 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.



RECORDED ON  
01/30/2009 10:30AM

LORETTA LUNDBERG  
LINCOLN COUNTY RECORDER  
IVANHOE, MN

02712/0043 - 1102377

S-2

REC FEE: \$46.00  
PAGES: 3

## AMENDMENT NO. 1 TO LAND LEASE

This AMENDMENT NO. 1 TO LAND LEASE (this "Amendment No. 1") is entered into as of 12 day of November, 2008 (the "Effective Date"), by and between Charles O. Martinson ("Lessor"), and Community Wind North 7 LLC, a Minnesota limited liability company ("Lessee") and amends that Land Lease between Lessor and Lessee dated as of July 3, 2006 (the "Original Lease" and together with this Amendment No. 1, 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. **Amendments to Original Lease.** The Original Lease shall be amended as follows:

(a) Section 1.1(b) of the Original Lease shall be deleted and replaced with the following sentence:

Lessor hereby grants to Lessee the exclusive right to use the Premises for the development, construction, operation, maintenance and repair of the Wind Facilities and all related purposes, provided that Lessor may permit crop farming to be conducted on the Premises so long as there is no interference with the Lessee's activities on the Premises.

(b) Section 1.2 ("Wind Easement") shall be amended by adding the following parenthetical statement after the words "allowed to remain": (except that if any of such existing trees grows so large as to create interference with the operation of the Wind Facilities or interfere with the flow of wind to any turbine, Lessee shall have the right to prune or remove such tree).

(c) A new Section 1.3 entitled "Other Easements" shall be added that reads as follows: Lessor hereby grants to Lessee the following easements: (1) an easement for construction, operation and maintenance of Wind Facilities on, over and across the Premises on such portions of the Premises as shall be notified to Lessor by Lessee in writing (the "Facilities Easements"); (2) one or more easements for Transmission Facilities ("Transmission Easements") on, over and across the Premises, on such portions of the Premises as shall be notified to Lessor by Lessee in writing, for the benefit of Wind Facilities existing or to be constructed, operated, or maintained by Lessee or any of its Affiliates (as defined in Exhibit B attached hereto), on or in the vicinity of the Premises; Lessee shall have the right to grant to any Person that owns, operates and/or maintains electric transmission or distribution systems the right to construct, operate and maintain electric transmission, interconnection and switching facilities on the Premises; and (3) easements for non-exclusive pedestrian and vehicular access, roads and Access Rights by Lessee, and Lessee's agents, representatives, employees, contractors and invitees on, over and across the Premises, for the benefit of Wind Facilities existing or to be constructed, operated, or maintained by Lessee or its Affiliates on or in the vicinity of the Premises, on such portions of the Premises as shall be notified to Lessor by Lessee from time to time ("Access Easements").

(d) Section 2.1 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.

- (e) The second sentence of Section 4.2 is hereby replaced with the following sentence:

If any mechanic's liens arising out of Lessee's use of the Premises pursuant to this Lease shall be filed against the Premises, Lessee shall (a) if Lessee wishes to contest any such lien, within sixty (60) days after it receives notice of filing of the lien, provide a bond or such other security as Lessor may reasonably request, or (b) remove such lien from the Premises pursuant to applicable law.

- (f) Section 5.2 is hereby amended by changing "one year" to "two years (as such period shall be extended day-for-day in the event that the failure to generate electrical power is due to an event of force majeure or other circumstance beyond the Lessee's control that Lessee is diligently seeking to remedy)".

- (g) Section 5.4 is hereby amended as follows: (1) the phrase "additional named insured" shall be replaced with the words "additional insured" in each place where such phrase appears; (2) the fourth sentence shall be amended to read as follows: "The policies of insurance shall name Lessor as an additional insured, and shall provide that the insurer shall endeavor to provide 30 days prior written notice to Lessor of cancellation"; (3) in the fifth sentence, the words "who enters the Premises" shall be added after "vendors"; and (4) in the seventh sentence, the clause beginning "and shall provide" to the end of such sentence shall be deleted and the sentence as amended shall end with the word "herein."

- (h) Section 6.1 is hereby amended by adding the following sentence at the end of such section:

To the best of Lessor's knowledge and except as set forth on Appendix A, the Premises is not subject to any leases, easements, rights of way, rights of possession or occupancy, or rights to farm the Premises or any options or rights of first refusal relating thereto, covenants or restrictions nor to any liens, mortgages, deeds of trust, or any other encumbrances or third party interests.

- (i) The following new section 6.5 shall be added, to appear immediately after Section 6.4:

**Section 6.5 Lessor Covenant Not to Encumber Premises.**

Lessor shall not grant, convey, assign or provide any easement, license, permit, lease (except for a crop lease that does not interfere with Lessee's activities on the Premises as contemplated hereunder) or other right for access across or which in any way encumbers the Premises or for generation or transmission of power on or across the Premises to any third party (including in connection with the United States Department of Agriculture Farm Service Agency's Conservation Reserve Program ("CRP")) or in connection with the construction or operation of electrical generating or transmission facilities thereon, except as contemplated by this Lease.

- (j) Section 8.2 is hereby amended by adding the following proviso at the end of the first sentence of such section: "provided, however, that Lessee shall have the right to (i) assign, sublease or otherwise transfer its interest in this Lease to any subsidiary or affiliate without the consent of the Lessor and (ii) collaterally assign this Lease to any lender or leasehold mortgagee in connection with any financing of the project, in which case the Lessor agrees to execute for the benefit of such leasehold mortgagee a lender consent containing customary terms and conditions regarding extended cure periods for lender cure, notices of Lessee defaults and other matters."

- (k) Section 8.3 is hereby deleted.

(l) Section 9.1 shall be amended and restated to read as follows, except that the final sentence of Section 9.1 of the Original Lease shall remain.

**Section 9.1 Condemnation and Proceeds.**

(a) Complete or Partial Taking. If, at any time during the term of this Lease, any authority having the power of eminent domain shall condemn all or a portion of the Premises, or the Wind Facilities thereon for any public use or otherwise, or any other portion of the Project such that the operation of the Wind Facilities on the Premises becomes, in the sole and absolute discretion of Lessee, impractical (a "Project Taking") then the interests of Lessee under this Lease in the Premises shall cease and terminate upon the date that Lessee is, in its sole and absolute judgment, no longer able or permitted to operate the Wind Facilities on the Premises in a commercially viable manner. Lessee shall continue to pay all amounts payable hereunder to Lessor until such date, at which time Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Lease.

(b) Apportionment, Distribution of Award. All sums awarded, including damages and interest, shall be divided as follows and in the order of priority listed below:

(i) First, Lessee shall be entitled to receive payment for any cost or loss that Lessee may sustain in the taking, removal and relocation of the Improvements;

(ii) Second, (i) Lessor shall be entitled to receive payment for Lessor's anticipated or lost revenues under this Lease, and (ii) Lessee shall be entitled to receive payment for Lessee's anticipated or lost revenues, allocated among Lessor and Lessee on a pro rata basis based on their respective anticipated or lost revenues;

(iii) Third, Lessor shall be entitled to receive payment for the taking of the real property constituting the Premises (including any "bonus value" in this Lease); and

(iv) Fourth, all remaining amounts of the award shall be paid to Lessor or Lessee consistent with Minnesota law.

(m) Section 11.2 is hereby amended by adding at the end of such section a new sentence that reads as follows: "For the avoidance of doubt, any lender or leasehold mortgagee of the Lessee shall be afforded the opportunity to cure any Event of Default of Lessee and an additional period of time to effectuate such cure, which cure period shall be 30 additional days in the case of a monetary default and a reasonable period of time (not in excess of 90 days) for any other default, unless such other default is incapable of being cured within such 90-day period, in which case the cure period shall be extended as reasonably necessary to cure the default, using all diligent efforts."

(n) Change to Section 11.3. Section 11.3 shall be amended by adding at the end of such section a new sentence that reads as follows: "Either party may change its notice information by submitting such change in writing to the other party."

(o) The title of Section 11.4 shall be change to read "Right of First Offer" and the text of such section shall be amended to read as follows:

In the event that Lessee declares bankruptcy or makes an assignment for the benefit of its creditors in connection therewith, including an assignment of its interest in the Lease, the

Premises or the Wind Facilities (collectively, the "Wind Farm") for the benefit of creditors, Lessor shall, to the extent permitted by law, have a right of first offer to acquire all of Lessee's interest in the Wind Farm prior to the offer for sale of such interests to any third party.

(p) Change to Section 12.1. Section 12.1 shall be re-ordered and amended to read as follows:

Prior to the occurrence of the following events and conditions, Lessee shall have the right 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: (a) Lessee's obtaining financing satisfactory to Lessee for the construction of the Wind Facilities on the Premises; (b) Lessee executing the Contract; and (c) Lessee's obtaining all necessary governmental permits and authorizations to install the Wind Facilities on the Premises."

(q) 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. 1.

2. **Section Headings.** The section headings used in this Amendment No. 1 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. 1 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.

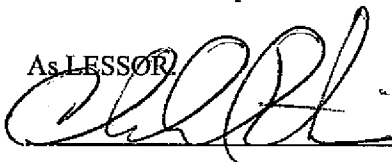
5. **No Other Amendment.** Except as expressly amended herein, all other terms and provisions of the Original Guarantee shall remain unmodified and in full force and effect.

6. **Effective Date.** This Amendment No. 1 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



APPENDIX A

1. Mortgage, dated September 9, 2002 and filed for record in the Office of the County Recorder of Lincoln County, Minnesota on September 30, 2002 as Document No. 156239 between Lessor and Farm Credit Services of Minnesota Valley, FICA.

## EXHIBIT A

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.

## EXHIBIT B

**"Affiliate"** shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity or organization directly or indirectly controlled by, controlling or under direct or indirect common control with the Lessee, and shall also include Community Wind North LLC, North Community Turbines LLC, North Wind Turbines LLC, Community Wind North 1 LLC, Community Wind North 2 LLC, Community Wind North 3 LLC, Community Wind North 4 LLC, Community Wind North 5 LLC, Community Wind North 6 LLC, Community Wind North 8 LLC, Community Wind North 9 LLC, Community Wind North 10 LLC, Community Wind North 11 LLC, Community Wind North 12 LLC, Community Wind North 13 LLC, Community Wind North 14 LLC, and Community Wind North 15 LLC.

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

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### AMENDMENT NO. 2 TO LAND LEASE

THIS AMENDMENT NO. 2 TO LAND LEASE AND WIND EASEMENT (this "**Amendment**") is made of this 6<sup>th</sup> 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, 6<sup>th</sup> Floor  
Boston, MA 02210  
Attn: General Counsel  
Email: [contracts@longroadenergy.com](mailto:contracts@longroadenergy.com)  
Phone: (617) 377-4301

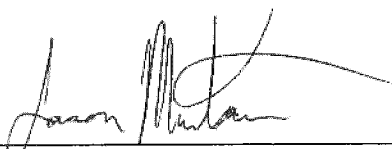
To Lessor: Jason Martinson, Trustee  
715 Scott Ave  
Salina, KS 67401

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.]*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first shown above.

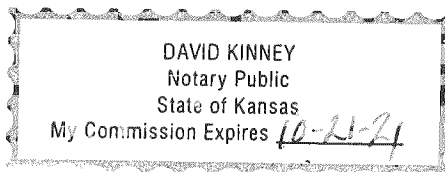
LESSOR:

  
\_\_\_\_\_  
**Jason Martinson, as Trustee of the Charles  
Owen Martinson Trust dated September 22,  
2015**

STATE OF Kansas )  
 ) ss.  
COUNTY OF DeSoto )

The foregoing instrument was acknowledged before me this 14 day of Nov, 2019,  
by Jason Martinson, as Trustee of the Charles Owen Martinson Trust dated September 22, 2015.

  
\_\_\_\_\_  
Notary Public





**LESSEE:**

Community Wind North 9, 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:

Its:

*[Signature]*  
Michael U. Alvarez  
COO

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

See attached

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ 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 9, 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 6<sup>th</sup> 2019 before me, Chiamaka Lilian Okorie, Notary Public  
(here insert name and title of the officer)

personally appeared Michael U. Alvarez

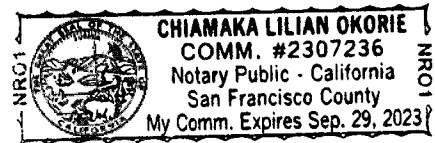
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 Trusts containing        pages, and dated November 6<sup>th</sup>, 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 Entity(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

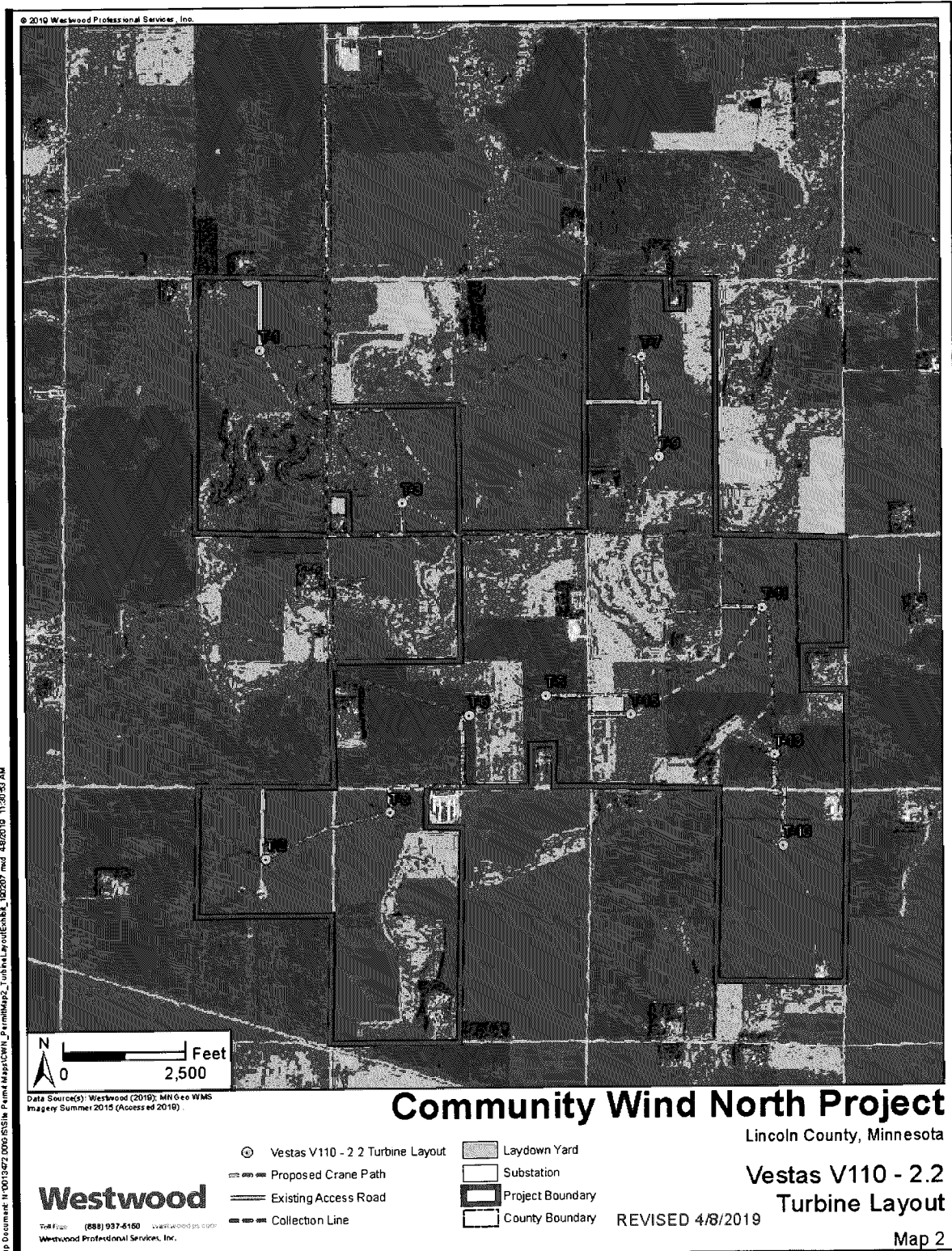
- ☐ Additional Signer(s)    ☐ Signer(s) Thumbprint(s)  
☐

**EXHIBIT A**  
**PREMISES**

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

## Annex I

### Project



AMENDMENT NO. 2 TO LAND LEASE

7<sup>th</sup> 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").

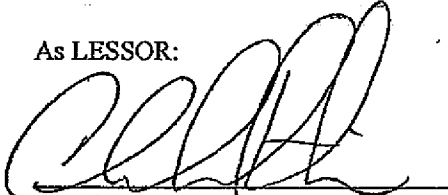
NOW, THEREFORE, the Parties, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

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 Bornhays  
Name: Margaret Bornhays  
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.



Raysail Jones  
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 BARNHOFF, 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

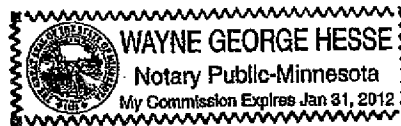


EXHIBIT A

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



### AMENDMENT NO. 3 TO LAND LEASE

This AMENDMENT NO. 3 TO LAND LEASE (this "Amendment") is entered into as of <sup>th</sup>27 day of ~~September~~ 2010 (the "Effective Date"), by and between Charles O. Martinson a/k/a Charles 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 heretofore amended (as so amended, the "Original Lease" and together with this Amendment, the "Lease").

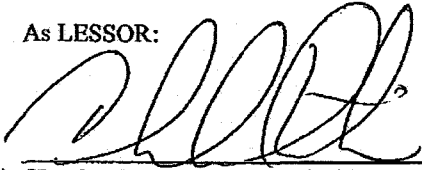
NOW, THEREFORE, the Parties, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. **Amendment to Original Lease.** The Original Lease shall be amended as follows:
  - (a) **Wind Easement.** Section 1.2 of the Original Lease shall be amended by adding the following to the end of said Section: "For purposes of this Lease, including this Section 1.2, obstructions to the free flow of wind across the Premises shall be prohibited, and Lessor grants to Lessee an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind, over, on, across and above the Premises horizontally 360° from any point where any Wind Power Facility is or may be located at any time and from time to time, whether on the Premises or on adjacent property (each such location referred to as a "Facility Site") and for a distance from each Facility Site to each of the boundaries of the Premises, together at 90° from horizontal, or vertically, along each of such boundaries to include all air space located above the surface of the Premises."
2. **Section Headings.** The section headings used in this Amendment 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 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 shall be effective as of the date first written above.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

As LESSOR:



Charles O. Martinson a/k/a Charles Martinson

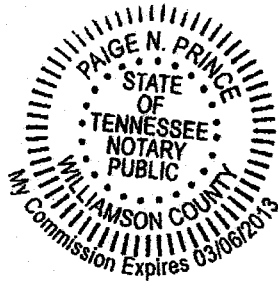
As LESSEE:

COMMUNITY WIND NORTH 7 LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TN )  
COUNTY OF Williamson ss.

This instrument was acknowledged before me on the 27<sup>th</sup> day of September, 2010 by Charles O. Martinson a/k/a Charles Martinson, a single person.



Paige N Prince  
Notary Public  
My commission expires: 3/6/2013

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

This instrument drafted by:

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

5442913v1

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

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### AMENDMENT NO. 4 TO LAND LEASE

THIS AMENDMENT NO. 4 TO LAND LEASE AND WIND EASEMENT (this "**Amendment**") is made of this 6<sup>th</sup> 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, 6<sup>th</sup> Floor  
Boston, MA 02210  
Attn: General Counsel  
Email: [contracts@longroadenergy.com](mailto:contracts@longroadenergy.com)  
Phone: (617) 377-4301

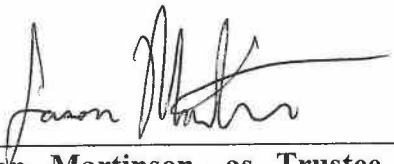
To Lessor: Jason Martinson, Trustee  
715 Scott Ave  
Salina, KS 67401

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.]*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first shown above.

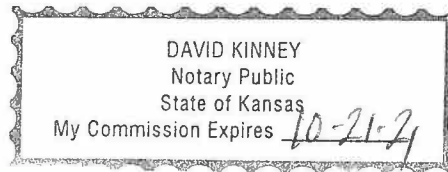
LESSOR:

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

STATE OF Kansas )  
COUNTY OF Neosho ) ss.

The foregoing instrument was acknowledged before me this 4 day of Nov, 2019,  
by Jason Martinson, as Trustee of the Charles Owen Martinson Trust dated September 22, 2015.

  
\_\_\_\_\_  
Notary Public





**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 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 6<sup>th</sup>, 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.

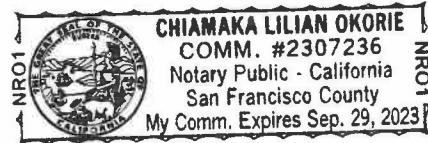
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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 2 Charles Owen Martinson Trust, containing \_\_\_\_\_ pages, and dated November 6<sup>th</sup>, 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:  
☒ form(s) of identification ☐ credible witness(es)

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

Notary contact: Chiamaka Lilian Okorie

#### Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)  
☐ \_\_\_\_\_

**EXHIBIT A**  
**PREMISES**

The Northwest Quarter of Section 9, Township 109 North, Range 46 West of the 5<sup>th</sup> 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 5<sup>th</sup> 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.

**EXHIBIT B-1**  
**OPERATING FEES EFFECTIVE AS OF THE REPOWERING DATE**

**[EXHIBIT TO BE REMOVED PRIOR TO RECORDING]**

Section 3.4 (Operating Fees) is hereby amended and restated as follows to be effective as of the Repowering Date:

- (a) Effective as of the Repowering Date, 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 (a “**Generating Unit**”) so installed remains on the Premises until its physical removal therefrom, Lessee shall pay to the Lessor annual operating fees which shall consist of the greater of (A) \$3,000 or (B) an amount equal to the product of (i) a fraction, the numerator of which is the number of Generating Units on the Premises, and the denominator of which is the number of Generating Units in the Project (as defined below), (ii) two percent (2%), (iii) the actual megawatt hour (MWh) production per year measured from the point at which the Project’s electrical system interconnects with the regional transmission system and (iv) \$66.00 per MWh. Such operating fees shall be paid annually, in four installments due, respectively, on the first day of each January, April, July and October.
- (b) “**Project**” shall mean Lessee’s wind energy project located in Lincoln County, Minnesota as depicted on Annex I attached hereto.

**EXHIBIT B-2**  
**OPERATING FEES WHILE TURBINES ARE NOT IN OPERATION**

**[EXHIBIT TO BE REMOVED PRIOR TO RECORDING]**

Prior to the Repowering Date, during any such period when a Generating Unit is not in operation due to the replacement of certain portions of the Wind Facilities (the “**Repowering Period**”), Lessee shall pay to Lessor pursuant to the following schedule:

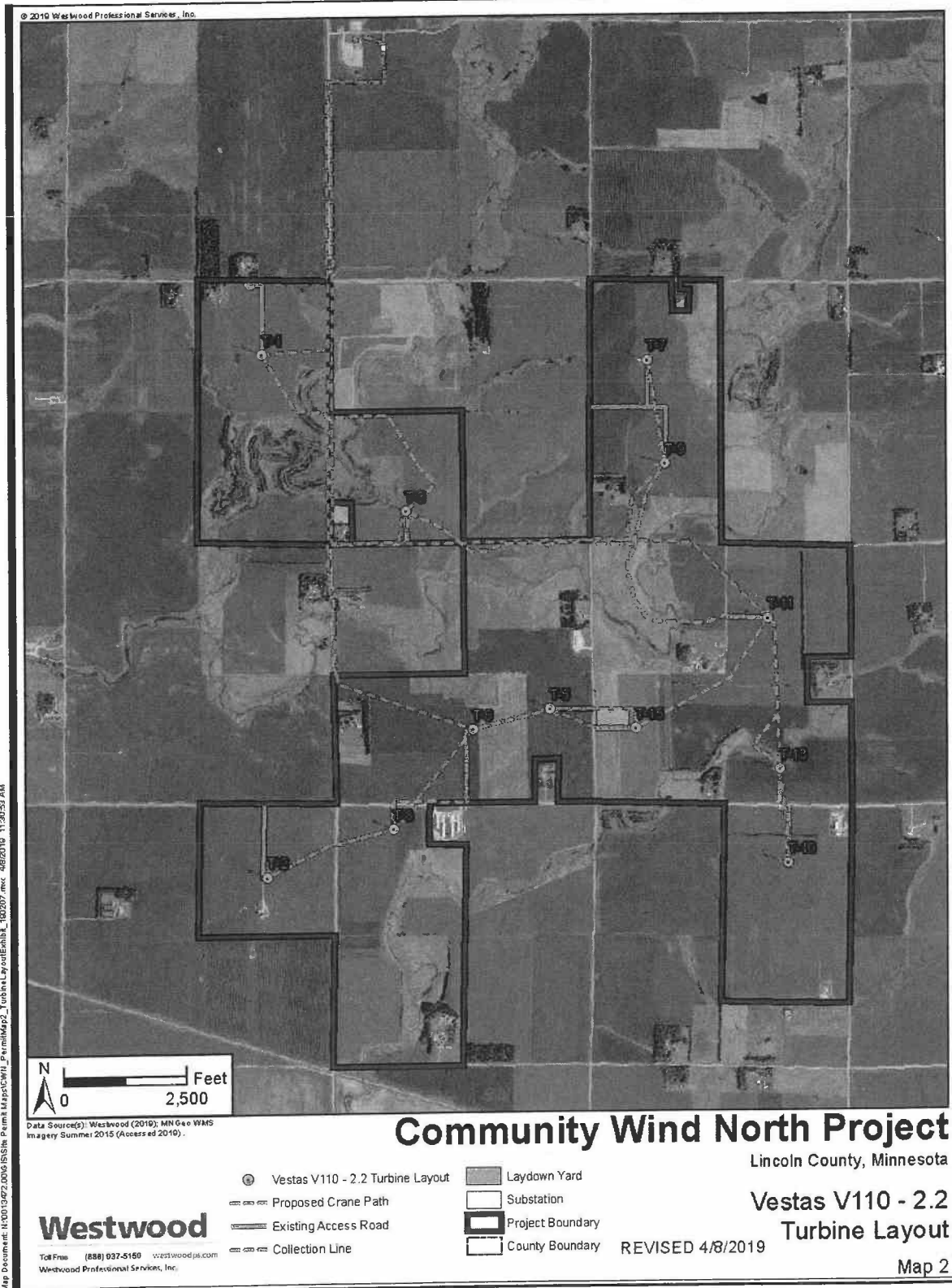
<b>Month</b>	<b>Payment Per Generating Unit</b>
January	\$1,040.00
February	\$890.00
March	\$1,050.00
April	\$1,180.00
May	\$990.00
June	\$730.00
July	\$590.00
August	\$540.00
September	\$830.00
October	\$1,040.00
November	\$1,130.00
December	\$980.00

The Repowering Period payments shall be prorated based on the number of days of any partial months included in the Repowering Period. Such payments shall be made in arrears on a quarterly basis on the first day of each January, April, July and October.

For the avoidance of doubt, the foregoing payment shall be made in lieu of the Operating Fees during the Repowering Period.

# 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

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### AMENDMENT NO. 4 TO LAND LEASE

THIS AMENDMENT NO. 4 TO LAND LEASE AND WIND EASEMENT (this “**Amendment**”) is made of this 6<sup>th</sup> 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, 6<sup>th</sup> Floor  
Boston, MA 02210  
Attn: General Counsel  
Email: [contracts@longroadenergy.com](mailto:contracts@longroadenergy.com)  
Phone: (617) 377-4301

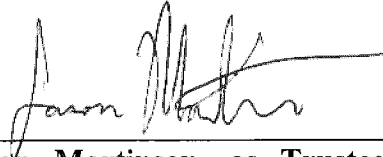
To Lessor: Jason Martinson, Trustee  
715 Scott Ave  
Salina, KS 67401

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.]***

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first shown above.

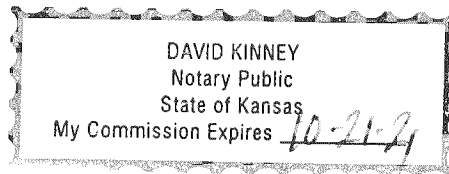
LESSOR:



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

STATE OF Kansas )  
 ) ss.  
COUNTY OF Neosho )

The foregoing instrument was acknowledged before me this 4 day of Nov, 2019,  
by Jason Martinson, as Trustee of the Charles Owen Martinson Trust dated September 22, 2015.

  
\_\_\_\_\_  
Notary Public

**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 )

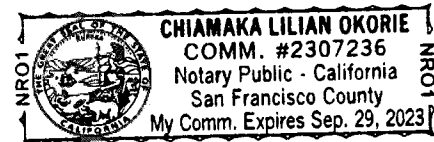
On November 6<sup>th</sup>, 2019 before me, Chiamaka Lilian Okorie, Notary Public  
(here insert name and title of the officer)

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 7 Charles Owen Martinson Trust, containing        pages, and dated November 6<sup>th</sup>, 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:

- ☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 3 Entry # 3

Notary contact: Chiamaka Lilian Okorie

#### Other

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

☐

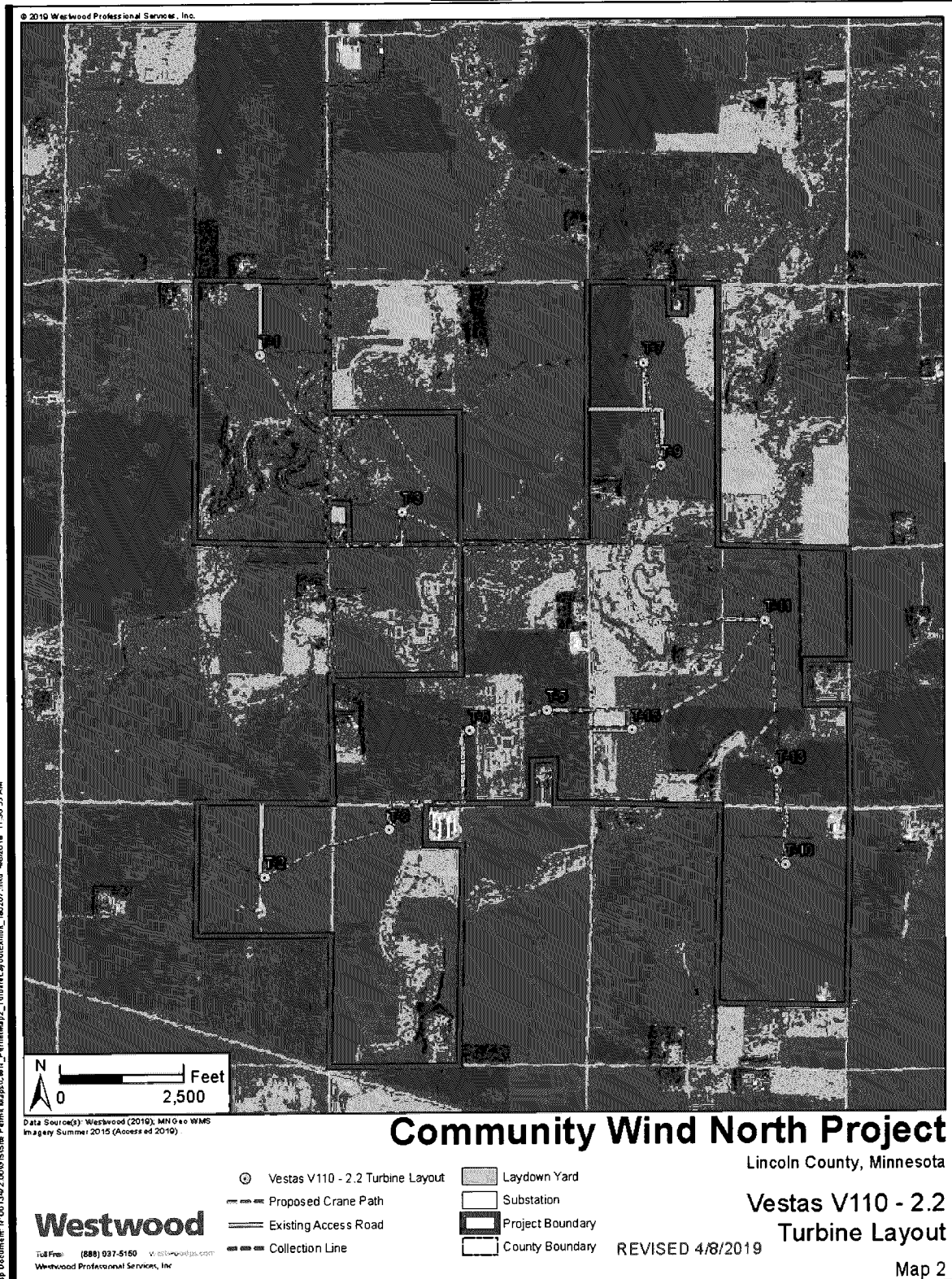
**EXHIBIT A**  
**PREMISES**

The Northwest Quarter of Section 9, Township 109 North, Range 46 West of the 5<sup>th</sup> 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 5<sup>th</sup> 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.

## Annex I

### Project



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



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 LAND AND WIND EASEMENT AGREEMENT**  
Page 3 of 4

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 the Lease Agreement 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.

4. The Land Lease further sets out the rights and obligations of Lessor and Lessee.
5. Subject to the provisions set forth in the Land Lease for early termination, the term of the Land Lease Agreement shall begin with the date set forth in paragraph 1 of this Memorandum and shall continue so long as power generated by the Wind Facilities located upon the premises is being sold pursuant to a power purchase contract or any renewal or extension of the power purchase contract or other 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.
6. This Memorandum of Land and Wind Land Lease is intended to act only as the notice of the existence of the Land Lease Agreement and its general terms. To the extent the terms of this Memorandum of Land Lease Agreement conflict with the terms of the Land Lease, the terms of the Land Lease shall control.

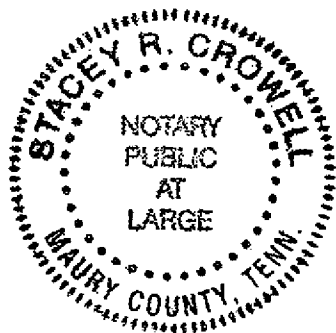
IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Land Lease to be executed and delivered by their duly authorized representatives as of the Effective Date


**LESSOR:**

## Charles Martinson

State of Tennessee)  
County of Maury) ss.

The foregoing instrument was acknowledged before this 26<sup>th</sup> day of January, 2007 by Charles Martinson, a single man, a Lessor.

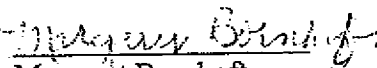


  
 Notary Public  
 expires 1-22-08

MEMORANDUM OF LAND AND WIND EASEMENT AGREEMENT  
Page 4 of 4

LESSEE:

COMMUNITY WIND NORTH 7 LLC

  
Margaret Bornhoft  
President/Manager

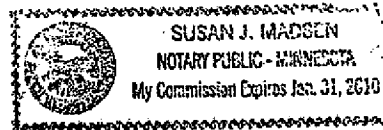
State of Minnesota     )  
                                  ) ss.  
County of Lincoln     )

The foregoing instrument was acknowledged before this 22 day of January, 2007  
by Margaret Bornhoft, as President/Chief Manager of Community Wind North 7 LLC, a  
Minnesota Limited Liability Company on behalf of the company, as Lessee

  
Notary Public

This instrument was drafted by:

Petersen & Engels, PLLC  
225 North Tyler Street  
Tyler, MN 56178  
(507) 247-5515



## AMENDMENT NO. 1 TO LAND LEASE

This AMENDMENT NO. 1 TO LAND LEASE (this "Amendment No. 1") is entered into as of 12 day of November, 2008 (the "Effective Date"), by and between Charles O. Martinson ("Lessor"), and Community Wind North 9 LLC, a Minnesota limited liability company ("Lessee") and amends that Land Lease between Lessor and Lessee dated as of July 12, 2006 (the "Original Lease" and together with this Amendment No. 1, 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. Amendments to Original Lease. The Original Lease shall be amended as follows:

(a) Section 1.1(b) of the Original Lease shall be deleted and replaced with the following sentence:

Lessor hereby grants to Lessee the exclusive right to use the Premises for the development, construction, operation, maintenance and repair of the Wind Facilities and all related purposes, provided that Lessor may permit crop farming to be conducted on the Premises so long as there is no interference with the Lessee's activities on the Premises.

(b) Section 1.2 ("Wind Easement") shall be amended by adding the following parenthetical statement after the words "allowed to remain": (except that if any of such existing trees grows so large as to create interference with the operation of the Wind Facilities or interfere with the flow of wind to any turbine, Lessee shall have the right to prune or remove such tree).

(c) A new Section 1.3 entitled "Other Easements" shall be added that reads as follows: Lessor hereby grants to Lessee the following easements: (1) an easement for construction, operation and maintenance of Wind Facilities on, over and across the Premises on such portions of the Premises as shall be notified to Lessor by Lessee in writing (the "Facilities Easements"); (2) one or more easements for Transmission Facilities ("Transmission Easements") on, over and across the Premises, on such portions of the Premises as shall be notified to Lessor by Lessee in writing, for the benefit of Wind Facilities existing or to be constructed, operated, or maintained by Lessee or any of its Affiliates (as defined in Exhibit B attached hereto), on or in the vicinity of the Premises; Lessee shall have the right to grant to any Person that owns, operates and/or maintains electric transmission or distribution systems the right to construct, operate and maintain electric transmission, interconnection and switching facilities on the Premises; and (3) easements for non-exclusive pedestrian and vehicular access, roads and Access Rights by Lessee, and Lessee's agents, representatives, employees, contractors and invitees on, over and across the Premises, for the benefit of Wind Facilities existing or to be constructed, operated, or maintained by Lessee or its Affiliates on or in the vicinity of the Premises, on such portions of the Premises as shall be notified to Lessor by Lessee from time to time ("Access Easements").

(d) Section 2.1 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.

- (e) The second sentence of Section 4.2 is hereby replaced with the following sentence:

If any mechanic's liens arising out of Lessee's use of the Premises pursuant to this Lease shall be filed against the Premises, Lessee shall (a) if Lessee wishes to contest any such lien, within sixty (60) days after it receives notice of filing of the lien, provide a bond or such other security as Lessor may reasonably request, or (b) remove such lien from the Premises pursuant to applicable law.

- (f) Section 5.2 is hereby amended by changing "one year" to "two years (as such period shall be extended day-for-day in the event that the failure to generate electrical power is due to an event of force majeure or other circumstance beyond the Lessee's control that Lessee is diligently seeking to remedy)".

- (g) Section 5.4 is hereby amended as follows: (1) the phrase "additional named insured" shall be replaced with the words "additional insured" in each place where such phrase appears; (2) the fourth sentence shall be amended to read as follows: "The policies of insurance shall name Lessor as an additional insured, and shall provide that the insurer shall endeavor to provide 30 days prior written notice to Lessor of cancellation"; (3) in the fifth sentence, the words "who enters the Premises" shall be added after "vendors"; and (4) in the seventh sentence, the clause beginning "and shall provide" to the end of such sentence shall be deleted and the sentence as amended shall end with the word "herein."

- (h) Section 6.1 is hereby amended by adding the following sentence at the end of such section:

To the best of Lessor's knowledge and except as set forth on Appendix A, the Premises is not subject to any leases, easements, rights of way, rights of possession or occupancy, or rights to farm the Premises or any options or rights of first refusal relating thereto, covenants or restrictions nor to any liens, mortgages, deeds of trust, or any other encumbrances or third party interests.

- (i) The following new section 6.5 shall be added, to appear immediately after Section 6.4:

**Section 6.5 Lessor Covenant Not to Encumber Premises.**

Lessor shall not grant, convey, assign or provide any easement, license, permit, lease (except for a crop lease that does not interfere with Lessee's activities on the Premises as contemplated hereunder) or other right for access across or which in any way encumbers the Premises or for generation or transmission of power on or across the Premises to any third party (including in connection with the United States Department of Agriculture Farm Service Agency's Conservation Reserve Program ("CRP")) or in connection with the construction or operation of electrical generating or transmission facilities thereon, except as contemplated by this Lease.

- (j) Section 8.2 is hereby amended by adding the following proviso at the end of the first sentence of such section: "provided, however, that Lessee shall have the right to (i) assign, sublease or otherwise transfer its interest in this Lease to any subsidiary or affiliate without the consent of the Lessor and (ii) collaterally assign this Lease to any lender or leasehold mortgagee in connection with any financing of the project, in which case the Lessor agrees to execute for the benefit of such leasehold mortgagee a lender consent containing customary terms and conditions regarding extended cure periods for lender cure, notices of Lessee defaults and other matters."

- (k) Section 8.3 is hereby deleted.

(l) Section 9.1 shall be amended and restated to read as follows, except that the final sentence of Section 9.1 of the Original Lease shall remain.

**Section 9.1 Condemnation and Proceeds.**

(a) Complete or Partial Taking. If, at any time during the term of this Lease, any authority having the power of eminent domain shall condemn all or a portion of the Premises, or the Wind Facilities thereon for any public use or otherwise, or any other portion of the Project such that the operation of the Wind Facilities on the Premises becomes, in the sole and absolute discretion of Lessee, impractical (a "Project Taking") then the interests of Lessee under this Lease in the Premises shall cease and terminate upon the date that Lessee is, in its sole and absolute judgment, no longer able or permitted to operate the Wind Facilities on the Premises in a commercially viable manner. Lessee shall continue to pay all amounts payable hereunder to Lessor until such date, at which time Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Lease.

(b) Apportionment, Distribution of Award. All sums awarded, including damages and interest, shall be divided as follows and in the order of priority listed below:

(i) First, Lessee shall be entitled to receive payment for any cost or loss that Lessee may sustain in the taking, removal and relocation of the Improvements;

(ii) Second, (i) Lessor shall be entitled to receive payment for Lessor's anticipated or lost revenues under this Lease, and (ii) Lessee shall be entitled to receive payment for Lessee's anticipated or lost revenues, allocated among Lessor and Lessee on a pro rata basis based on their respective anticipated or lost revenues;

(iii) Third, Lessor shall be entitled to receive payment for the taking of the real property constituting the Premises (including any "bonus value" in this Lease); and

(iv) Fourth, all remaining amounts of the award shall be paid to Lessor or Lessee consistent with Minnesota law.

(m) Section 11.2 is hereby amended by adding at the end of such section a new sentence that reads as follows: "For the avoidance of doubt, any lender or leasehold mortgagee of the Lessee shall be afforded the opportunity to cure any Event of Default of Lessee and an additional period of time to effectuate such cure, which cure period shall be 30 additional days in the case of a monetary default and a reasonable period of time (not in excess of 90 days) for any other default, unless such other default is incapable of being cured within such 90-day period, in which case the cure period shall be extended as reasonably necessary to cure the default, using all diligent efforts."

(n) Change to Section 11.3. Section 11.3 shall be amended by adding at the end of such section a new sentence that reads as follows: "Either party may change its notice information by submitting such change in writing to the other party."

(o) The title of Section 11.4 shall be change to read "Right of First Offer" and the text of such section shall be amended to read as follows:

In the event that Lessee declares bankruptcy or makes an assignment for the benefit of its creditors in connection therewith, including an assignment of its interest in the Lease, the

Premises or the Wind Facilities (collectively, the "Wind Farm") for the benefit of creditors, Lessor shall, to the extent permitted by law, have a right of first offer to acquire all of Lessee's interest in the Wind Farm prior to the offer for sale of such interests to any third party.

(p) Change to Section 12.1. Section 12.1 shall be re-ordered and amended to read as follows:

Prior to the occurrence of the following events and conditions, Lessee shall have the right 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: (a) Lessee's obtaining financing satisfactory to Lessee for the construction of the Wind Facilities on the Premises; (b) Lessee executing the Contract; and (c) Lessee's obtaining all necessary governmental permits and authorizations to install the Wind Facilities on the Premises."

(q) 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. 1.

2. Section Headings. The section headings used in this Amendment No. 1 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. 1 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.

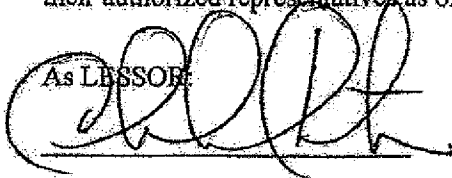
5. No Other Amendment. Except as expressly amended herein, all other terms and provisions of the Original Guarantee shall remain unmodified and in full force and effect.

6. Effective Date. This Amendment No. 1 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 9 LLC

By: 

Name: *Maurice Christensen*

Title: *president*



APPENDIX A

1. Mortgage, dated September 9, 2002 and filed for record in the Office of the County Recorder of Lincoln County, Minnesota on September 30, 2002 as Document No. 143116 between Lessor and Farm Credit Services of Minnesota Valley, FICA.

EXHIBIT A

The Southwest Quarter (SW¼) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West of the Fifth Principal Meridian, Lincoln County, Minnesota.

## EXHIBIT B

**"Affiliate"** shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity or organization directly or indirectly controlled by, controlling or under direct or indirect common control with the Lessee, and shall also include Community Wind North LLC, North Community Turbines LLC, North Wind Turbines LLC, Community Wind North 1 LLC, Community Wind North 2 LLC, Community Wind North 3 LLC, Community Wind North 4 LLC, Community Wind North 5 LLC, Community Wind North 6 LLC, Community Wind North 7 LLC, Community Wind North 8 LLC, Community Wind North 10 LLC, Community Wind North 11 LLC, Community Wind North 12 LLC, Community Wind North 13 LLC, Community Wind North 14 LLC, and Community Wind North 15 LLC.