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2016-001832

RECORDED ON

11/09/2016 4:33 PM

LORETTA LUNDBERG, RECORDER

LINCOLN COUNTY MN

REC FEE: 46.00

PAGES: 4

0025-000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT ("Memorandum of Lease") is entered into this 11th day of October, 2016, by and between Gordon Meester and Elaine Meester, husband and wife (insert name of spouse, if any, and marital status)

(collectively, "Lessor"), and Blazing Star Wind Farm 2, LLC, a Delaware limited liability company ("Lessee").

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the "Lease Agreement") dated October 11, 2016 (the "Effective Date"), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Lincoln, State of Minnesota, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The initial term of the Lease Agreement (the "Development Period") commences on the Effective Date and expires on the seventh (7th) anniversary of the Effective Date. The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences ("Construction Date"); or (ii) date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Construction Period ("Construction Period Notice Date"). The Construction Period of the Lease Agreement ("Construction Period") is two (2) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation ("Commercial Operation Date"); or (ii) date

when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("Extended Term Notice Date"). The Extended Term of the Lease Agreement ("Extended Term") is twenty (20) years from the earlier of either of the Commercial Operation Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years (each, a "Renewal Term") upon written notice to Lessor.

3. Lessor shall have no ownership and other interest in any windpower facilities installed on the Premises by Lessee and Lessee may remove any or all windpower facilities at any time.

4. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for wind energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the windpower facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

5. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Premises and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

7. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

8. Lessee shall provide reasonable cooperation at the request of Lessor in defining the terms and provision of the Lease as may be necessary from time to time.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease to be duly executed as of the day and year first above written.

LESSOR:

Gordon Meester  
Gordon Meester

Elaine Meester  
Elaine Meester

LESSEE:

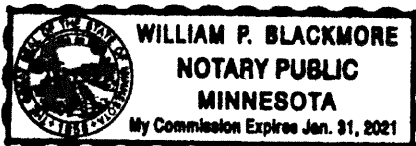
Blazing Star Wind Farm 2, LLC

By: [Signature]  
Blake E. Nixon, President

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Lincoln )

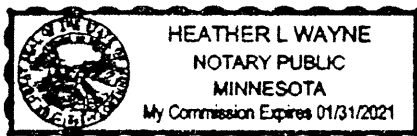
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Oct., 2016 by Gordon Meester ~~+ wife~~ + Elaine Meester, husband and wife.  
*(insert name of spouse, if any, and marital status)*

William P. Blackmore  
Notary Public



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2016, by Blake E. Nixon, the President of Blazing Star Wind Farm 2, LLC, a Delaware limited liability company, on behalf of the limited liability company.



[Signature]  
Notary Public

This instrument was drafted by:  
Blazing Star Wind Farm 2, LLC  
c/o Geronimo Energy, LLC  
7650 Edinborough Way, Suite 725  
Edina, MN 55435

**EXHIBIT A  
TO MEMORANDUM OF LAND LEASE AND WIND EASEMENT**

**Legal Description of Premises:**

**Tax Parcel No(s):** 02-0025-000

The NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub> North and West of Trunk Highway No. 75 in Section 4, T111N of R45W of the 5<sup>th</sup> Principal Meridian, Lincoln County, Minnesota, EXCEPTING THEREFROM: That part of the SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, Section 4, T111N, R45W described as follows: Beginning at the point of intersection of the centerline of Trunk Highway 75 with the West line thereof; thence North along said West line, 300 feet; thence East at right angles, to its intersection with said center line of Trunk Highway 75; thence Southwesterly along said center line to the point of beginning.

**The Premises contains 229.29 acres.**