

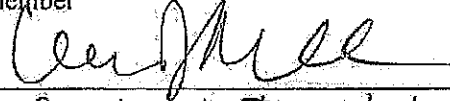
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Gordon J. Trousdale  
Title: CEO

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2016 by Gordon J. Trousdale as the Chief Financial Officer for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

JENNIFER REGINA CONNOR  
NOTARY REGISTRATION NO. 7543896  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES: MAY 31, 2017

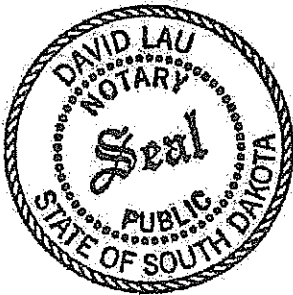
LANDOWNER:

By: Jackie L. Zubke  
Name: Jackie L. Zubke

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 13 day of July, 2016, before me, the undersigned officer, personally appeared Jackie L. Zubke, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



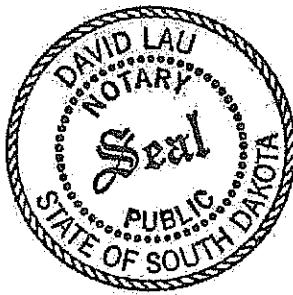
David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

By: Grace M. Zubke  
Name: Grace M. Zubke

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 13 day of July, 2016, before me, the undersigned officer, personally appeared Grace M. Zubke, a married person, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

**EXHIBIT "A"**

**Description of Property**

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

**The East Half of the Northwest Quarter of  
Section 34, Township 119 North, Range 52, West of the 5th P.M.,  
subject to highway rights of way, visible or recorded easements, and  
reservations of record, if any.**

**Parcel number: 05000003401190521100000 (74 acres out of a 220 acre tract)**

Filed in - Grant County, Milbank, SD  
Recorded on 2/17/2017 2:00 PM  
Transaction # 1007231

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

Document # 232592  
Book 283  
Page 742 (7 pages)      Rec. Fee \$30.00

*Nancy Copeland*  
Nancy Copeland, Register of Deeds

Return To:  
APEX CLEAN ENERGY  
236 EAST HIGH STREET  
CHARLOTTESVILLE, VA 22902

---

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on 4-24, 2016, by and between Falk Farms, Inc. (collectively or individually, the "Landowner"), whose address is 45268 155th St., South Shore, SD 57263, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Grant County and Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

Dakota Range I, LLC

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

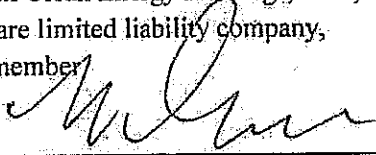
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

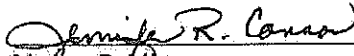
By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2016 by Mark W. Goodwin as the President for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

  
Notary Public

JENNIFER REGINA CONNOR  
NOTARY REGISTRATION NO. 7543896  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES: MAY 31, 2017

**LANDOWNER:**

**Falk Farms, Inc.**

By: Warren Falk  
Name: Warren Falk  
Title: President

STATE OF South Dakota )  
  ) ss.  
COUNTY OF Codington )

On this 24 day of September, 2016, before me, the undersigned officer, personally appeared Warren Falk, President of Falk Farms, Inc., known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22



EXHIBIT "A"

Description of Property

All that real property located in Grant County and Codington County, South Dakota, described as follows:

Tract 1:

The Southwest Quarter (SW1/4) of Section Twenty-four (24), Township One Hundred Twenty (120) North, Range Fifty-two (52) West of the Fifth P.M., in Sisseton and Wahpeton Indian Reservation, in Grant County, South Dakota

Parcel Number: 09.52.24.3000 (160 acres)

Tract 2:

The South Half of Section 22, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation.

Parcel Numbers: 09.52.22.3000 (160 acres)  
09.52.22.4000 (160 acres)

Tract 3:

The Southeast Quarter of Section 15, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation.

Parcel Number: 09.52.15.4000 (160 acres)

Tract 4:

The Northeast Quarter of Section 15, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation.

Parcel Number: 09.52.15.1000 (160 acres)

Tract 5:

The West Half of Section 23,  
Township 120 North, Range 52 West of the 5th P.M., in  
the former Sisseton and Wahpeton Indian Reservation.

Parcel Numbers: 09.52.23.2000 (160 acres)  
09.52.23.3000 (160 acres)

Tract 6:

Northeast Quarter less the North 575 Feet less South 187  
Feet of East 400 Feet thereof and less South 272 Feet  
of North 660 Feet of East 400 Feet and less right of  
way, in Section 25, Township 120 North, Range 52 West  
of the 5th P.M., in the Sisseton and Wahpeton Indian  
Reservation.

Parcel Number: 050000025012052R1200000 (123.61 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595



INSTRUMENT NO. 201700891 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 6339

3/6/2017 12:28:00 PM

*Ann Rasmussen*

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on November 11, 2016, by and between Alice I. Moyer, a single person (collectively or individually, the "**Landowner**"), whose address is 2020 13th Ave. Circle NE, Watertown, SD 57201 and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

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

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2016 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

*Jennifer R. Connor*  
Notary Public

**JENNIFER REGINA CONNOR**  
**NOTARY REGISTRATION NO. 7543896**  
**NOTARY PUBLIC**  
**COMMONWEALTH OF VIRGINIA**  
**MY COMMISSION EXPIRES: MAY 31, 2017**

LANDOWNER:

By: Alice Moyer  
Name: Alice I Moyer

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 7 day of November, 2016, before me, the undersigned officer, personally appeared Alice I Moyer, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public 4-8-22  
(State)  
My commission expires: South Dakota

EXHIBIT "A"

Description of Property

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

**the North Half of the Southwest Quarter  
of Section 10, in Township 119 North, of Range 52 West  
of the 5th P.M. (less Lot R-1).**

Parcel number: 05000001001190523100000 (74.35 acres)



PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595



INSTRUMENT NO. 201700888 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMEN  
PAGE: 6336

3/6/2017 12:25:00 PM

*Ann Rasmussen*

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA  
Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on December 8, 2016, by and between Roger D. Mohr, as trustee under the Roger D. Mohr Living Trust, dated July 8, 2010 (collectively or individually, the "Landowner"), whose address is 16146 459th Ave., Watertown, SD. 57201, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**I. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and

decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

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

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: Jeanine G. Wolanski  
Name: Jeanine G. Wolanski  
Title: VP of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2016 by Jeanine G. Wolanski as the VP of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

Jennifer R. Connor  
Notary Public

**JENNIFER REGINA CONNOR**  
**NOTARY REGISTRATION NO. 7543896**  
**NOTARY PUBLIC**  
**COMMONWEALTH OF VIRGINIA**  
**MY COMMISSION EXPIRES: MAY 31, 2017**

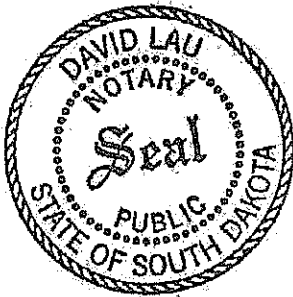
**LANDOWNER:**

By: Roger D. Mohr  
Name: Roger D. Mohr, as Trustee under the Roger D. Mohr Living Trust, dated July 8, 2010

STATE OF South Dakota )  
COUNTY OF Codington ) ss.  
)

On this 8 day of December, 2016, before me, the undersigned officer, personally appeared Roger D. Mohr, as Trustee under the Roger D. Mohr Living Trust, dated July 8, 2010, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

**EXHIBIT "A"**

**Description of Property**

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

Tract 1:

The Southwest Quarter (SW1/4) of Section 11, Township 118 North, Range 52 West of the 5th P.M., less railroad right of way, Codington County, South Dakota;

Parcel Number: 14000001101180523100000 (157.19 acres)

Tract 2:

The Northeast Quarter (NE1/4) of Section Eleven (11), Township One Hundred Eighteen (118) North, Range Fifty-Two (52) West of the 5<sup>th</sup> P.M., less that portion of said Northeast Quarter lying North and West of the railroad right of way, less railroad right of way and less Outlot I, Codington County, South Dakota

Parcel Number: a portion of 14000001101180521100000 (86.12 acres)

Tract 3:

The Southeast Quarter (SE1/4) of Section Eleven (11), Township One Hundred Eighteen (118) North, Range Fifty-Two (52), West of the 5<sup>th</sup> P.M., Codington County, South Dakota.

Parcel Number: 14000001101180524100000 (160 acres)

Tract 4:

The Northeast Quarter (NE1/4) of Section Twelve (12), Township One Hundred Eighteen (118) North, Range Fifty-Two (52), West of the 5<sup>th</sup> P.M., Codington County, South Dakota.


Parcel Number: 14000001201180521100000 (160 acres)

Tracts 5 and 6:

The Northwest Quarter (NW1/4) of Section Twelve (12), Township One Hundred Eighteen (118) North, Range Fifty-Two (52), West of the 5<sup>th</sup> P.M., less that portion of said Northwest Quarter lying North and West of the railroad right of way, less railroad right of way and less highway right of way, Codington County, South Dakota.

Parcel Numbers: 14000001201180522000000 (2.96 acres)  
14000001201180522100000 (152.50 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

  
INSTRUMENT NO. 201700890 Pages: 6  
BOOK: 4T LEASE / EASEMENT AGREEMEN  
PAGE: 6338

3/6/2017 12:27:00 PM



ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA  
Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY

---

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on December 20, 2016, by and between Tony Breske and Gwen Breske, husband and wife (collectively or individually, the "Landowner"), whose address is 45978 161st St., Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

Dakota Range I, LLC

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to



which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**



LANDOWNER:

By: Tony Breske  
Name: Tony Breske

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 20 day of December, 2016, before me, the undersigned officer, personally appeared Tony Breske, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



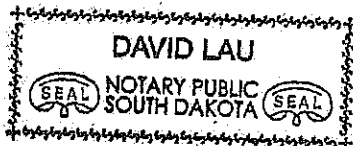
David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

By: Gwen Breske  
Name: Gwen Breske

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 20 day of December, 2016, before me, the undersigned officer, personally appeared Gwen Breske, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

**EXHIBIT "A"**

**Description of Property**

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

All that portion of the East 1213.7 Feet of the Southeast Quarter of Section 1, Township 118 North, Range 52 West of the 5th P.M., Codington County, South Dakota, lying South and West of the plat entitled: "Thrun Addition in the SE¼ of Section 1, T116N, R52W of the 5th P.M., Codington County, South Dakota", subject to public right of way.

**Parcel number:** 14488500101180524400000 (33.34 acres)

Filed in - Grant County, Milbank, SD  
Recorded on 3/7/2017 11:20 AM  
Transaction # 1007336

Document # 232697

Book 283

Page 955 (7 pages)

Rec. Fee \$30.00

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

*Nancy Copeland*  
Nancy Copeland, Register of Deeds

Return To:  
APEX CLEAN ENERGY  
310 4TH STREET NE - STE 200  
CHARLOTTESVILLE, VA 22902

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on January 17, 2017, by and between Dennis H. Heuer, a/k/a Dennis Heuer and Sally J. Heuer, a/k/a Sally Heuer, husband and wife; and Brian D. Heuer, a/k/a Brian Heuer and Noelle Heuer, husband and wife (collectively or individually, the "**Landowner**"), whose address is 1330 N. Broadway, Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Codrington County and Grant County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be

binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

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

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

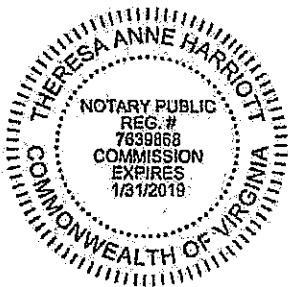
By: Jeanine G. Wolanski  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2017 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

Theresa Anne Harriott  
Notary Public





LANDOWNER:

By: Dennis Heuer  
Name: Dennis H. Heuer, a/k/a Dennis Heuer

STATE OF South Dakota )  
COUNTY OF Grant ) ss.

On this 17 day of January, 2017, before me, the undersigned officer, personally appeared Dennis H. Heuer, a/k/a Dennis Heuer, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



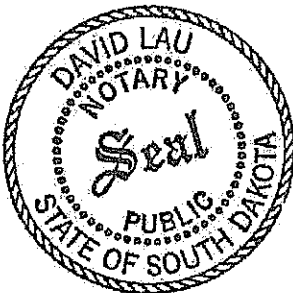
David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

By: Sally J. Heuer  
Name: Sally J. Heuer, a/k/a Sally Heuer

STATE OF South Dakota )  
COUNTY OF Grant ) ss.

On this 17 day of January, 2017, before me, the undersigned officer, personally appeared Sally J. Heuer, a/k/a Sally Heuer, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

By: Brian Heuer  
Name: Brian D. Heuer, a/k/a Brian Heuer

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Grant )

On this 17 day of January, 2017, before me, the undersigned officer, personally appeared Brian D. Heuer, a/k/a Brian Heuer, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



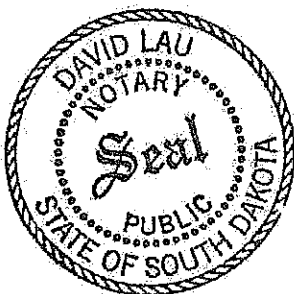
David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

By: Noelle Heuer  
Name: Noelle Heuer

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Grant )

On this 17 day of January, 2017, before me, the undersigned officer, personally appeared Noelle Heuer, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

EXHIBIT "A"

Description of Property

All that real property located in Codington County and Grant County, South Dakota, described as follows:

Tract 1:

**The South 735 Feet of the East 1037 Feet of the East Half of the Northwest Quarter (E1/2NW1/4) of Section 9, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota**

Parcel number: 05000000901190521100000 (17.50 acres)

Tract 2:

**The South 735 Feet of the Northeast Quarter (NE1/4) AND the North 350 Feet of the South 1085 Feet of the East 2174 Feet of the Northeast Quarter (NE1/4) all in Section 9, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota.**

Parcel number: 05000000901190522300000 (62.00 acres)

Tract 3:

**The South 29.2 rods of the East 54.4 rods of the Southeast Quarter (SE1/4) of Section 14, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota**

Parcel number: 09.52.14.4000 (10.00 acres)

Tract 4:

**The Northeast Quarter (NE1/4) of Section 23, Township 120 North, Range 52 West of the 5th P.M., in the former Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota.**

Parcel number: 09.52.23.1000 (160.00 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

---

**SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT**

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on February 18, 2017, by and between Allen C. Amdahl, a single person (collectively or individually, the "**Landowner**"), whose address is P.O. Box 704, Summit, SD 57266, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Grant County and Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

(i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;

(ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and

(iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed

unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

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

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

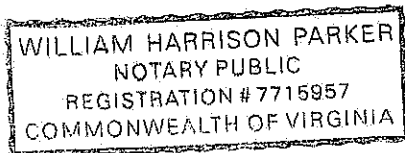
By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: Jeanine G. Wolanski  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 3 day of March, 2017 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.



William Harrison Parker  
Notary Public

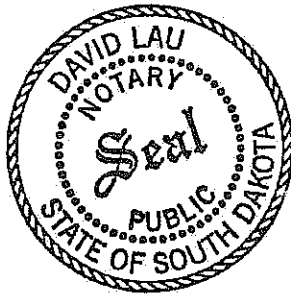
LANDOWNER:

By: Allen C. Amdahl  
Name: Allen C. Amdahl

STATE OF South Dakota )  
COUNTY OF Roberts ) ss.

On this 15 day of February, 2011, before me, the undersigned officer, personally appeared Allen C. Amdahl, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public SOUTH DAKOTA  
(State)  
My commission expires: 4-8-22



EXHIBIT "A"

Description of Property

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

Tracts 1 and 2:

**LOT THREE (3), FRANK AND BRENDA REDLIN SUBDIVISION IN THE  
NORTHEAST QUARTER (NE $\frac{1}{4}$ ),**

AND

**NW $\frac{1}{4}$ , ALSO DESCRIBED AS GOVERNMENT LOTS 1 AND 2 AND THE  
E $\frac{1}{2}$ NW $\frac{1}{4}$ , AND THE NORTH 1,640 FEET OF THE NE $\frac{1}{4}$ , ALSO  
DESCRIBED AS THE NORTH 100 ACRES OF THE NE $\frac{1}{4}$ , ALL IN SECTION  
THIRTY-ONE (31), TOWNSHIP ONE HUNDRED TWENTY-ONE (121)  
NORTH, RANGE FIFTY-ONE (51) WEST OF THE 5<sup>TH</sup> P.M., IN THE  
FORMER SISSETON AND WAHPETON INDIAN RESERVATION, GRANT  
COUNTY, SOUTH DAKOTA, SUBJECT TO EASEMENTS AND  
RESERVATIONS OF RECORD OR VISIBLE UPON THE PROPERTY.**

Parcel Numbers: 05.51.31.1100 (140.51 acres)  
05.51.31.2000 (158.77 acres)

Tract 3:

**The Southwest Quarter of Section 26, Township 121 North, of  
Range 52, West of the 5th P.M., in the Sisseton-Wahpeton  
Indian Reservation.**

Less and Except:

Lot 1, Allen Amdahl Subdivision, located in the Southwest  
Quarter of Section 26, Township 121 North, Range 52 West of  
the 5th P.M., in the former Sisseton-Wahpeton Indian  
Reservation, according to the recorded plat thereof.

Parcel Number: 04.52.26.3000 (149.53 acres)

Tracts 4 and 5:

**THE NORTH HALF (N 1/2) OF SECTION THIRTY-FOUR (34),  
TOWNSHIP ONE HUNDRED TWENTY-ONE (121) NORTH OF RANGE  
FIFTY-TWO (52) WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN  
THE SISSETON & WAHPETON INDIAN RESERVATION, GRANT  
COUNTY, SOUTH DAKOTA.**

Parcel Numbers: 04.52.34.1000 (160 acres)  
04.52.34.2000 (160 acres)

Tract 6:

**The North Half of the Northwest Quarter of Section 35,  
Township 121 North, of Range 52, West of the 5th P.M., in the  
Sisseton-Wahpeton Indian Reservation.**

Parcel Number: 04.52.35.2000 (80 acres)

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

Tract 7:

**The Southeast Quarter of Section 36, Township 120 North,  
Range 52 West of the 5th P.M., in the former Sisseton and  
Wahpeton Indian Reservation, subject to public right of  
way.**

Less and Except:

A tract of land to be acquired for highway purposes in the SE $\frac{1}{4}$   
of Section 36----Township 120 North----Range 52 West (Reservation)  
of the Fifth P.M. for the construction of BRF 6127(3)

Parcel Number: 050000036012052R4100000 (158.90 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

---

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Lease Short Form**") is made, effective on March 14, 2017, by and between Tyler Grabow, a/k/a Tyler L. Grabow, and Hilary Grabow, husband and wife (collectively or individually, the "**Landowner**"), whose address is 47286 145th St., Twin Brooks, SD 57269, and Dakota Range I, LLC, a Delaware limited liability company ("**Lessee**"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "**Lease Agreement**"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "**Property**") located in Grant County and Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to

which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

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

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2017 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

*Jennifer R. Connor*  
Notary Public

JENNIFER REGINA CONNOR  
NOTARY REGISTRATION NO. 7543896  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES: MAY 31, 2017

Dakota Range I, LLC

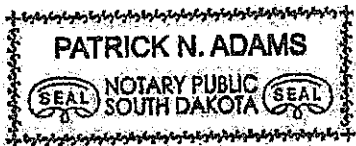
LANDOWNER:

By: Tyler Grabow  
Name: Tyler Grabow, a/k/a Tyler L. Grabow

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Grant )

On this 14th day of March, 2017 before me, the undersigned officer, personally appeared Tyler Grabow, a/k/a Tyler L. Grabow, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



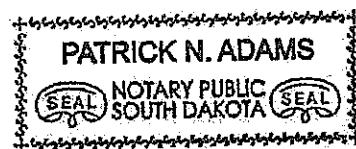
Patrick N. Adams  
Notary Public South Dakota  
(State)  
My commission expires: May 24, 2022

By: Hilary Grabow  
Name: Hilary Grabow

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Grant )

On this 14th day of March, 2017 before me, the undersigned officer, personally appeared Hilary Grabow, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



Patrick N. Adams  
Notary Public South Dakota  
(State)  
My commission expires: May 24, 2022

**EXHIBIT "A"**

**Description of Property**

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

**Tract 1:**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 120 NORTH, RANGE 51 WEST OF THE 5<sup>TH</sup> P.M., GRANT COUNTY, SOUTH DAKOTA, SUBJECT TO EASEMENTS AND RESERVATIONS OF TITLE OF RECORD, AND SUBJECT TO ANY STATE OF FACTS AN ACCURATE SURVEY WOULD SHOW.

**Parcel Number:** 11.51.20.3000 (80 acres)

**Tract 2:**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 120 NORTH, RANGE 51 WEST OF THE 5<sup>TH</sup> P.M., GRANT COUNTY, SOUTH DAKOTA, SUBJECT TO EASEMENTS AND RESERVATIONS OF TITLE OF RECORD, AND SUBJECT TO ANY STATE OF FACTS AN ACCURATE SURVEY WOULD SHOW.

**Parcel Number:** 11.51.20.3100 (80 acres)

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

**Tract 3:**

GOVERNMENT LOTS THREE (3) AND FOUR (4) AND THE SOUTH HALF OF THE NORTHWEST QUARTER (S $\frac{1}{2}$ NW $\frac{1}{4}$ ), ALSO DESCRIBED AS THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SECTION ONE, TOWNSHIP ONE HUNDRED NINETEEN (119) NORTH, RANGE FIFTY-TWO (52) WEST OF THE 5<sup>TH</sup> P.M., CODINGTON COUNTY, SOUTH DAKOTA, SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD OR VISIBLE UPON THE PROPERTY.

**Parcel Number:** 05000000101190522100000 (158.59 acres)

**Tract 4:**

Dakota Range I, LLC



GOVERNMENT LOTS ONE (1) AND TWO (2) AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S½NE¼), ALSO DESCRIBED AS THE NORTHEAST QUARTER (NE ¼) OF SECTION TWO (2), TOWNSHIP ONE HUNDRED NINETEEN (119) NORTH, RANGE FIFTY-TWO (52) WEST OF THE 5<sup>TH</sup> P.M., CODINGTON COUNTY, SOUTH DAKOTA, SUBJECT TO EASMENTS AND RESERVATIONS OF RECORD OR VISIBLE UPON THE PROPERTY; AND

Less and Except:

**Grabow Addition located in Government Lot 1 of the Northeast Quarter (NE1/4) of Section 2, Township 119 North, Range 52 West of the 5th P.M., in the County of Codington, South Dakota, according to the recorded plat thereof.**

**Parcel Number:** 05000000201190521100000 (153.02 acres)

Tract 5:

THE NORTHWEST QUARTER (NW1/4) OF SECTION TWO (2), TOWNSHIP ONE HUNDRED NINETEEN (119) NORTH, RANGE FIFTY-TWO (52) WEST OF THE 5<sup>TH</sup> P.M., CODINGTON COUNTY, SOUTH DAKOTA, SUBJECT TO EASMENTS AND RESERVATIONS OF RECORD OR VISIBLE UPON THE PROPERTY

**Parcel Number:** 05000000201190522100000 (158.34 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

---

### SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on March 28, 2017, by and between Alaine L. Bunde, a/k/a Alaine Bunde, a married person (collectively or individually, the "Landowner"), whose address is 45250 159<sup>th</sup> Street, Florence, SD 57235, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to, the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including

- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to

which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

**6. Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

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

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: Jeanine G. Wolanski  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2017 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

Jennifer R. Connor  
Notary Public

JENNIFER REGINA CONNOR  
NOTARY REGISTRATION NO. 7543896  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES: MAY 31, 2017

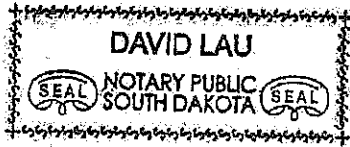
LANDOWNER:

By: Alaine L. Bunde  
Name: Alaine L. Bunde, a/k/a Alaine Bunde

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 10 day of March, 2017 before me, the undersigned officer, personally appeared Alaine L. Bunde, a/k/a Alaine Bunde, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

The undersigned spouse is joining this Agreement to acknowledge and accept its contents and to ratify the Agreement as applicable to his/her interest in the Property.

By: Kenneth Bunde  
Name: Kenneth Bunde

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )

On this 10 day of March, 2017, before me, the undersigned officer, personally appeared Kenneth Bunde, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

Witness my hand and official seal.



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

EXHIBIT "A"

Description of Property

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

Tract 1:

The South Half of the Southwest Quarter (S1/2SW1/4), less Lot H-1 of  
Section 10, Township 119 North, Range 51 West of the 5th P.M.

52 AB

Parcel number: 05000001001190523300000 (73.98 acres)

Tract 2:

The Northwest Quarter, less H2 & H3, of Section 15,  
Township 119 North, Range 52 West of the 5th P.M.,  
Codington County, South Dakota

Parcel number: 05000001501190522100000 (145.23 acres)

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Dakota Range I, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

---

**SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT**

This **SHORT FORM OF WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "Lease Short Form") is made, effective on March 28, 2017, by and between Barbara E. Waldron and Debra D. Caulk, Co-Trustees of the Rollo C. Korth Family Trust Under Agreement dated October 12, 2012 (collectively or individually, the "Landowner"), whose address is 15821 455<sup>th</sup> Avenue, Watertown, SD 57201, and Dakota Range I, LLC, a Delaware limited liability company ("Lessee"), whose address is c/o Apex Clean Energy, Inc., Court Square Building, 310 4<sup>th</sup> Street NE, Suite 200, Charlottesville, Virginia 22902, with respect to the following:

Landowner and Lessee entered in that certain Wind Energy Lease and Wind Easement Agreement, of even date herewith (the "Lease Agreement"), pursuant to which Landowner has leased to Lessee the real property of Landowner (the "Property") located in Codrington County, South Dakota, as more particularly described on Exhibit A attached hereto and which Lease Agreement and said Exhibit A are hereby incorporated herein as if fully set forth in this Lease Short Form. Landowner and Lessee have executed and acknowledged this Lease Short Form for the purpose of providing constructive notice of the Lease Agreement. Capitalized terms not otherwise defined in this Lease Short Form shall have the meanings provided in the Lease Agreement. In the event of any conflict or inconsistency between the provisions of this Lease Short Form and the provisions of the Lease Agreement, the provisions of the Lease Agreement will control. Nothing in this Lease Short Form shall be deemed to amend, modify, change, alter, amplify, restrict or supersede any provision of the Lease Agreement or otherwise limit or expand the rights and obligations of the parties under the Lease Agreement. The Lease Agreement shall control over this Lease Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Lease Agreement. The lease created by the Lease Agreement is solely and exclusively for wind energy purposes, as defined in the Lease Agreement, and Lessee shall have the exclusive right to use the Property for wind energy purposes, together with certain related access and easement rights and other rights related to the Property as more fully described in the Lease Agreement, including



- (i) the right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Lessee deems necessary, useful or appropriate;
- (ii) construct, erect, install, reinstall, replace, relocate and remove Windpower Facilities on the Property; and
- (iii) use, maintain and operate Windpower Facilities on the Property, subject in any case to certain restrictions on use of the Property. Reference is hereby made to the Lease Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. **Term.** Lessee's rights under the Lease Agreement shall commence on the Effective Date and expire on the date five (5) years thereafter as set forth in the Lease Agreement (the "**Development Period**"). If Lessee or any Assignee or Tenant installs one or more Turbines on the Property or on other property within the Project, and any such Turbine generates electricity as set forth in the Lease Agreement, then the Lease Agreement shall automatically be extended for an Extended Term of thirty (30) years. In that event, the Extended Term shall commence on the Operations Date. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Lease Agreement for an additional five-year period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). Similarly, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, elect to extend the Lease Agreement for a second five-year period commencing upon the expiration of the First Renewal Term (the "**Second Renewal Term**"). With respect to each extension of the term of the Lease Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Windpower Facilities installed on the Property, and Lessee may remove any or all Windpower Facilities at any time.

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

5. **Lessee's Right to Terminate.** Lessee shall have the right to terminate the Lease Agreement as to all or any part of the Property at any time, for any reason and in its sole discretion, effective upon thirty (30) days' written notice to Landowner. Lessee shall, no later than eighteen (18) months thereafter, remove all above-ground Windpower Facilities from the Property or portion as to

which the Lease Agreement was terminated in compliance with all applicable governmental permitting and decommissioning requirements and restore the soil surface to a condition reasonably similar to its original condition; provided, however, that unless otherwise required by applicable law, roads will not be removed unless Landowner delivers written notice to Lessee within thirty (30) days following termination of the Lease Agreement that Landowner wishes for such roads to be removed, which notice shall be in recordable form.

6. **Successors and Assigns.** The Lease Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

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

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

**Signature Pages Follow**

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

**LESSEE:**

**DAKOTA RANGE I, LLC,**  
a Delaware limited liability company

By: Apex GCL, LLC,  
a Delaware limited liability company,  
its sole member

By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: Jeanine G. Wolanski  
Name: Jeanine G. Wolanski  
Title: Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April,  
2017 by Jeanine G. Wolanski as the Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Dakota Range I, LLC, a Delaware limited liability company, on behalf of the company.

Jennifer R. Connor  
Notary Public

JENNIFER REGINA CONNOR  
NOTARY REGISTRATION NO. 7543896  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES: MAY 31, 2017

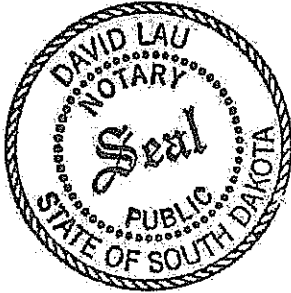
LANDOWNER:

By: Barbara E. Waldron, Co-Trustee  
Name: Barbara E. Waldron, Co-Trustee of the Rollo C. Korth Family Trust Under Agreement dated October 12, 2012

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Codington )  
(Where signed)

On this 16 day of March, in the year 2017, before me, the undersigned officer, personally appeared Barbara Waldron, Co-Trustee of the Rollo C. Korth Family Trust Under Agreement dated October 12, 2012, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

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



David Lau  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-22

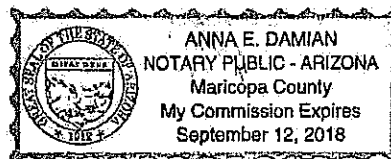
By: Debra D. Caulk, Co-trustee  
Name: Debra D. Caulk, Co-Trustee of the Rollo C. Korth Family Trust Under Agreement dated October 12, 2012

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )  
(Where signed)

On this 14 day of March, in the year 2017, before me, the undersigned officer, personally appeared Debra D. Caulk, Co-Trustee of the Rollo C. Korth Family Trust Under Agreement dated October 12, 2012, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purpose therein contained.

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

Anna E. Damian  
Notary Public Arizona  
(State)  
My commission expires: 09/12/2018



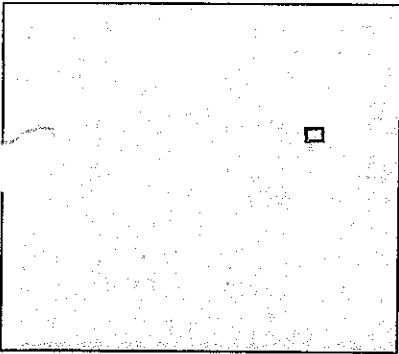
**EXHIBIT "A"**

**Description of Property**

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

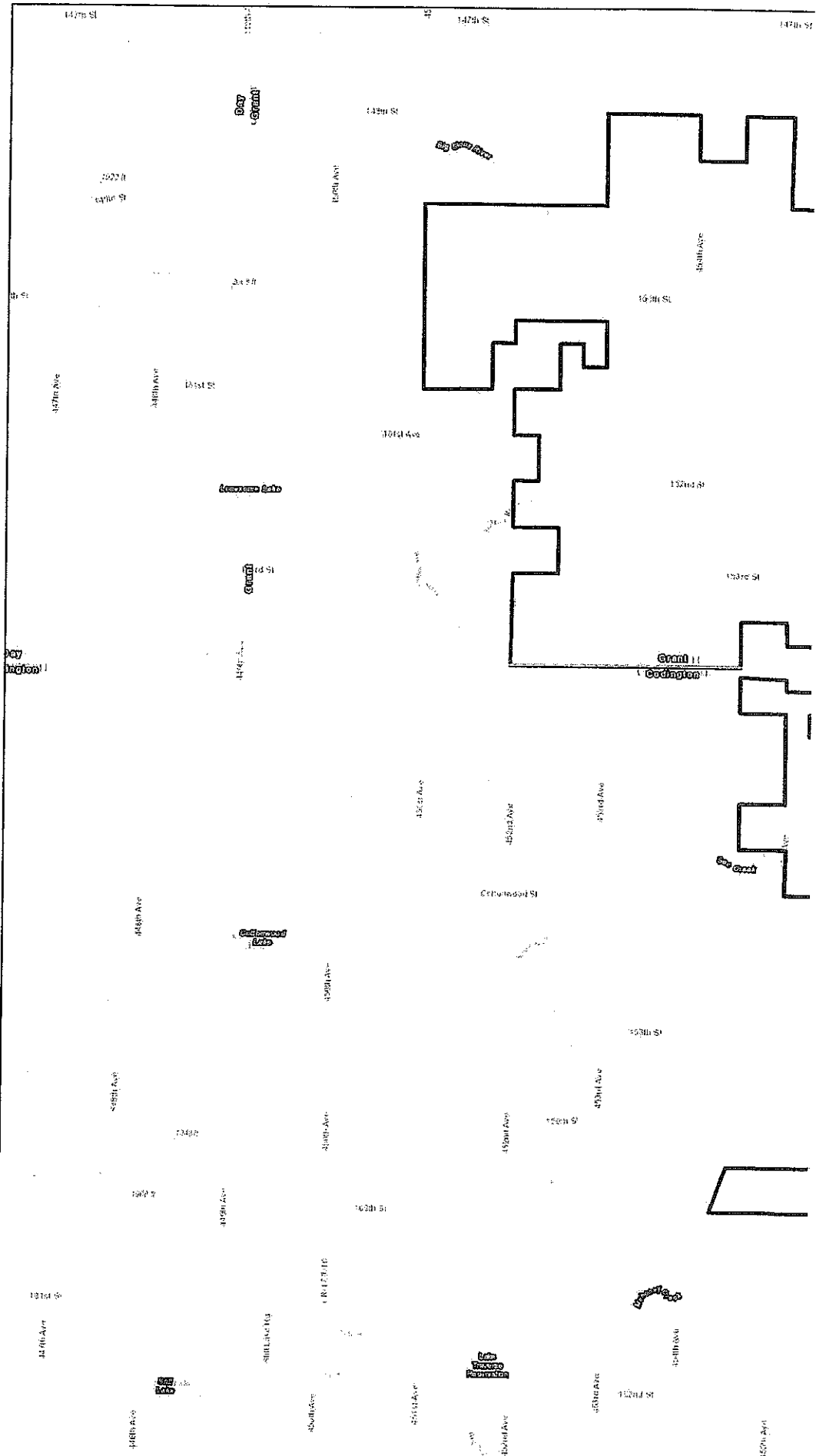
**The Northeast Quarter, less the South 42 Feet of the North 75 Feet and less highway right of way, including Lots H-2 and H-3, all in Section 22, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., subject to visible or recorded easements, restrictions, conditions, covenants or reservations.**

Parcel number: 05000002201190521100000 (148.21 acres)



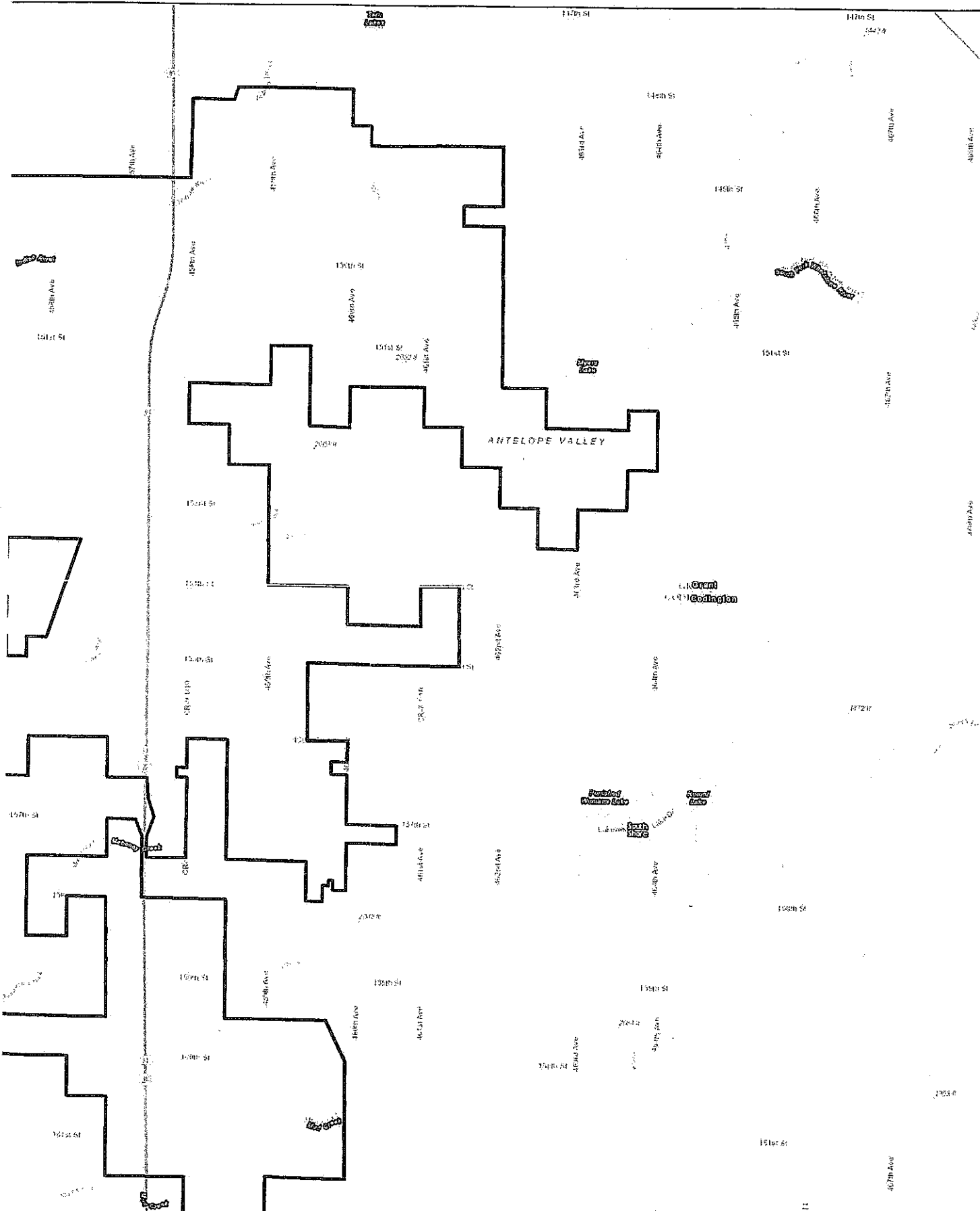
# Dakota Range: Project Map

 Project Boundary



Date: 4/27/2017 Author: MR CONFIDENTIAL  
 Coordinate System: NAD 1983 State Plane South Dakota North FIPS 4001 Feet  
 Projection: Lambert Conformal Conic  
 Datum: North American 1983  
 Units: Feet US





ANTELOPE VALLEY

L.R. Grant  
Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University

Stanford University