

Exhibit A

Description of the Property

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

The Southwest Quarter of Section 11, Township 119 North, Range 52, West of the 5<sup>th</sup> P.M., Codington  
County, South Dakota  
(160 acres)

Elaine M. Kleinprintz and Michael E. Kleinprintz



RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:

DHan James, Project Administrator  
Wahpeton Wind, LLC  
200 Royal Oaks Blvd, A3  
Franklin, TN 37067  
Tele: 615.418.3210

INSTRUMENT NO. 201500921 Pages: 5  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 4925

3/11/2015 4:00:00 PM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: DHAN JAMES PROJECT ADMINISTRATOR

**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 17, 2015, by and between Bret Lagodinski & Kristie Lagodinski (collectively or individually, the "Landowner"), whose address is 15167 456th Ave. Summit, S.D. 57266, and **WAHPETON WIND FARM, LLC**, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

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

Signatures appear on the next Page

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

LESSEE:

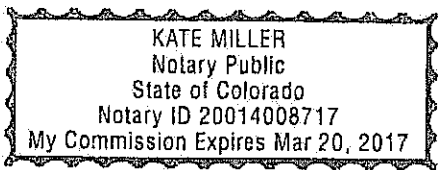
WAHPETON WIND, LLC,  
a Colorado limited liability company

By: [Signature]  
Printed Name: Jim Newcomb

Title: Manager

STATE OF Colorado COUNTY OF Larimer (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 17<sup>th</sup> day of February, 2015, by Jim Newcomb, a Representative of the Colorado limited liability company, on behalf of the limited liability company.



Kate Miller  
Notary Public for Colorado

My commission expires: 3-30-2017

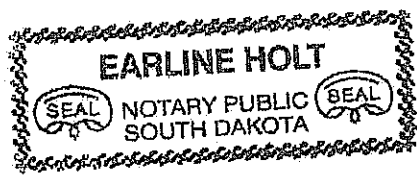
LANDOWNER:

By: [Signature]  
Printed Name: Bret Lagodinski

By: [Signature]  
Printed Name: Kristie Lagodinski

STATE OF South Dakota COUNTY OF Robert (Where signed)

This instrument was subscribed and acknowledged before me on this 13 day of February, 2015, by Bret Lagodinski and Kristie Lagodinski and Earline Holt



Notary Public for South Dakota  
My commission Expires: 3-28-2020

Exhibit A

Description of the Property (Bret Lagodinski) and (Kristie Lagodinski)

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

The East One – Half (E1/2) of Section Fifteen (15) in Township One Hundred Nineteen (119) North of Range Fifty – two (52) West of the 5<sup>th</sup> P.M., less Lot H-1 in the Northeast Quarter (NE1/4) and less Lots H-1, H-2 and H-3 in the Southeast Quarter (SE1/4), however, this contract shall cover any reversionary rights in said highway right – of – ways deeds.  
(293 acres)



RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:

**INSTRUMENT NO. 201500924 Pages: 5**  
**BOOK: 4T LEASE / EASEMENT AGREEMENT**  
**PAGE: 4928**

DHan James, Project Administrator  
Wahpeton Wind, LLC  
200 Royal Oaks Blvd, A3  
Franklin, TN 37067  
Tele: 615.418.3210

**3/11/2015 4:03:00 PM**  
**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**  
**Recording Fee: 30.00**  
**Return To: DHAN JAMES PROJECT ADMINIST**

**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 8, 2015, by and between Gloria Letrud (collectively or individually, the "Landowner"), whose address is 2318 350th St. Madison, MN, 56256 and **WAHPETON WIND FARM, LLC**, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

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

Signatures appear on the next Page

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

LESSEE: WAHPETON WIND, LLC,  
a Colorado limited liability company

By: Dhan James  
Printed Name: DHAN JAMES

Title: Asst. Project Manager

STATE OF Tennessee COUNTY OF Williamson (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 29<sup>th</sup> day of February, 2015, by DHAN JAMES, a Representative of the Colorado limited liability company, on behalf of the limited liability company.

Jeimy S. Draz  


Notary Public for Davidson County TN  
My commission expires: May 13/2016

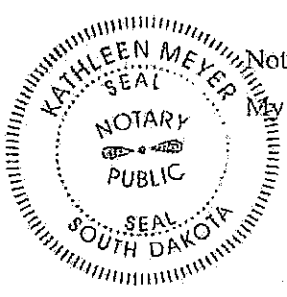
LANDOWNER: By: Gloria J. Letrud  
Printed Name: Gloria J. Letrud

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF South Dakota COUNTY OF Codington (Where signed)

This instrument was subscribed and acknowledged before me on this 8<sup>th</sup> day of March, 2015, by Gloria Letrud and Kathleen Meyer



Notary Public for Codington Co. South Dakota  
My commission Expires: 4/22/2015

Exhibit A

Description of the Property

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

The Southeast Quarter of Section 14, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, South Dakota  
(157 acres)

The Northeast Quarter of Section 23, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, South Dakota  
(157 acres)

Gloria Letrud

RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:

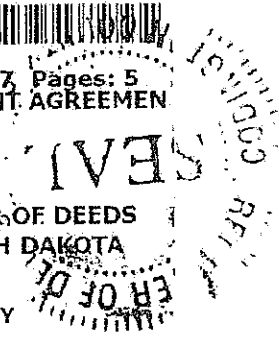
Wahpeton Wind, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

INSTRUMENT NO. 201504217, Pages: 5  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 5311

9/17/2015 3:41:28 PM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY



*Prepared By Apex Clean Energy, Inc.*

**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 8th, 2015, by and between Eugene W. Noeldner and Leone A. Noeldner, <sup>husband and wife</sup> (collectively or individually, the "Landowner"), whose address is 15629 459th Ave. South (More) D. 57263, and WAHPETON WIND, LLC, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, 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.

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:

WAHPETON WIND, LLC,  
a Colorado limited liability company

By:

*Patrick N. Adams*

Name:

Patrick N. Adams

Title:

Project Administrator

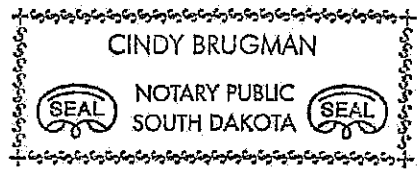
STATE OF South Dakota )

COUNTY OF Codington )

ss.

The foregoing instrument was acknowledged before me this 12 day of March, 2015, by Patrick N. Adams, Project Administrator of Wahpeton Wind, LLC, a Colorado limited liability company, on its behalf.

Witness my hand and official seal.



Cindy Brugman  
Notary Public for Codington Co., S.D.  
My commission expires: 4-22-2020

LANDOWNER:

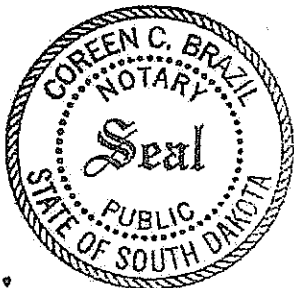
By: Eugene W Noeldner  
Printed Name: Eugene W Noeldner

By: Leone A. Noeldner  
Printed Name: LEONE A. Noeldner

STATE OF South Dakota )  
COUNTY OF Codington ) ss.

On this 2 day of March, 2015, before me, the undersigned officer, personally appeared Eugene Noeldner + Leone Noeldner, husband and wife ~~a married person/a single 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.



Coreen C Brazil  
Notary Public for South Dakota  
My commission expires: 1-23-2020

**"EXHIBIT A"**

**Description of Property**

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

The Southwest Quarter (SW1/4), Less Lot H-1, of Section Thirteen (13), Township One Hundred Nineteen (119) North of Range Fifty – two (52) West of the Fifth Principal Meridian, Codington County, South Dakota, and subject to easements and reservations of record.  
(157 acres)

Northeast Quarter of Section 14, Township 119 North, of Range 52 West of the 5<sup>th</sup> P.M., Codington County, South Dakota  
(160 acres)

Eugene W. Noeldner and Leone A. Noeldner



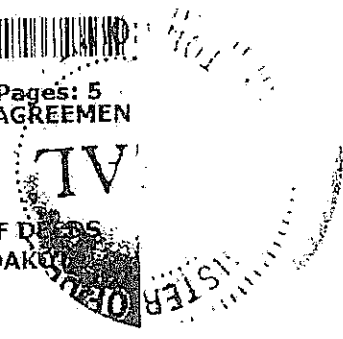
RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:  
Wahpeton Wind, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

INSTRUMENT NO. 201504218 Pages: 5  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 5312

9/17/2015 3:42:28 PM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY



*Prepared by Apex Clean Energy, Inc.*

**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 27, 2015, by and between Neil Quitsch (collectively or individually, the "Landowner"), whose address is 3075 Greenview Pky, Sumter, S.C. 29150, and **WAHPETON WIND FARM, LLC**, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

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; and

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

(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 wind 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.

Signatures appear on the next Page

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

LESSEE:

WAHPETON WIND, LLC,  
a Colorado limited liability company

By: Dhan James

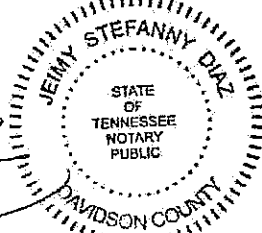
Printed Name: Dhan James

Title: Asst. Project manager

STATE OF Tennessee COUNTY OF Williamson (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 27<sup>th</sup> day of February, 2015, by DHAN JAMES, a Representative of the Colorado limited liability company, on behalf of the limited liability company.

Jenny S. Diaz  
LANDOWNER:



Notary Public for Davidson county TN

My commission expires: May 13/2016

By: Neil Quitsch

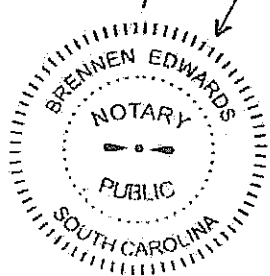
Printed Name: Neil Quitsch

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF South Carolina COUNTY OF Sumter (Where signed)

This instrument was subscribed and acknowledged before me on this 17 day of February, 2015, by Neil Quitsch Brennen Edwards



Notary Public for South Carolina

My commission Expires: January 13, 2021

Exhibit A

Description of the Property

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

The Northeast Quarter of Section 10, Township 119 North, Range 52, West of the 5<sup>th</sup> P.M., Codington County, South Dakota  
(151 acres)

North 60 acres of SW1/4 of Section 2, Township 119 North, Range 52, West of the 5<sup>th</sup> P.M., Codington County, South Dakota  
(60 acres)

Neil L. Quitsch



RECORDING REQUESTED BY,  
 AND AFTER RECORDING,  
 RETURN TO:  
 DHan James, Project Administrator  
 Wahpeton Wind, LLC  
 200 Royal Oaks Blvd, A3  
 Franklin, TN 37067  
 Tele: 615.418.3210

**INSTRUMENT NO. 201500923 Pages: 5**  
**BOOK: 4T LEASE / EASEMENT AGREEMENT**  
**PAGE: 4927**

**3/11/2015 4:02:00 PM**

**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**

**Recording Fee: 30.00**  
**Return To: DHAN JAMES PROJECT ADMINISTRATOR**

**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 13, 2015, by and between Melvin or Ronda Thompson (collectively or individually, the "Landowner"), whose address is 45878 155th St. South Shore, Pa and 57263 **WAHPETON WIND FARM, LLC**, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

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:

- 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; and

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

(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 wind 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.

Signatures appear on the next Page



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

LESSEE:

WAHPETON WIND, LLC,  
a Colorado limited liability company

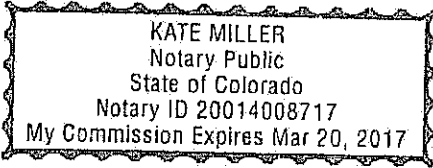
By: [Signature]

Printed Name: Jim Newcomb

Title: Manager

STATE OF Colorado COUNTY OF Larimer (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 17<sup>th</sup> day of February, 2015, by Jim Newcomb, a Representative of the Colorado limited liability company, on behalf of the limited liability company.



Kate Miller  
Notary Public for Colorado

My commission expires: 3-20-2017

LANDOWNER:

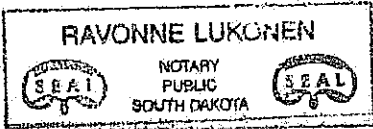
By: [Signature]  
Printed Name: Melvin L. Thompson

By: [Signature]

Printed Name: Ronda Thompson

STATE OF SD COUNTY OF Coch (Where signed)

This instrument was subscribed and acknowledged before me on this 13 day of Feb, 2015, by Melvin & Ronda Thompson.



Notary Public for Watertown

My commission Expires: 10-15-2019

Ravonne Lukonen

Exhibit A

Description of the Property (Melvin L. Thompson) and (Ronda L. Thompson)

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

Southwest Quarter and the South Half of the Northwest Quarter and Government Lots 3 and 4, Section 5, Township 119 North, Range 51 West of the Fifth Principal Meridian, Codington County, South Dakota, subject to public right of way.

*(307 acres)*

The Southeast Quarter (SE1/4) of Section 2 and the Northeast Quarter (NE1/4) of Section 11, all in Township 119 North, of Range 52 West of the Fifth Principal Meridian in Codington County, South Dakota.

*(320 acres)*

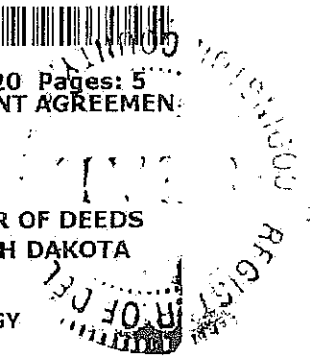
RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:  
Wahpeton Wind, LLC  
c/o Apex Clean Energy, Inc.  
Queen Charlotte Building  
236 East High Street  
Charlottesville, VA 22902  
Attn: Eugene Lerman, Esq.  
(434) 220-7595

INSTRUMENT NO. 201504220 Pages: 5  
BOOK: 4T LEASE / EASEMENT AGREEMENT  
PAGE: 5314

9/17/2015 3:44:28 PM

ANN RASMUSSEN, REGISTER OF DEEDS  
CODINGTON COUNTY, SOUTH DAKOTA

Recording Fee: 30.00  
Return To: APEX CLEAN ENERGY



Prepared By Apex Clean Energy, Inc.

**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 8<sup>th</sup>, 2015, by and between Jackie Zubke and Grace Zubke (collectively or individually, the "Landowner"), whose address is 45785 159<sup>th</sup> St., Watertown, S.D. 57201, and **WAHPETON WIND FARM, LLC**, a Colorado limited liability company ("Lessee"), whose address is 125 South Howes Street, Suite 870, Fort Collins, CO 80521, in light of the following facts and circumstances:

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; and

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

(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 wind 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.

Signatures appear on the next Page

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

LESSEE:

WAHPETON WIND, LLC,  
a Colorado limited liability company

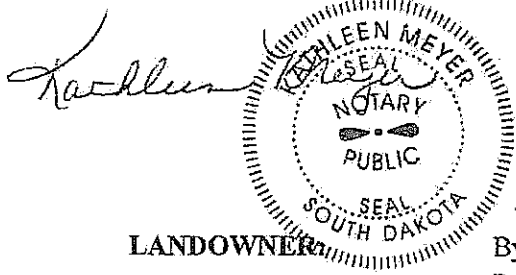
By: Dylan James

Printed Name: DYLAN JAMES

Title: Asst. Project Manager

STATE OF South Dakota COUNTY OF Codington (Where signed)

The foregoing instrument was subscribed and acknowledged before me this 8<sup>th</sup> day of March, 2015, by Dylan James, a Representative of the Colorado limited liability company, on behalf of the limited liability company.



Notary Public for Codington Co SD

My commission expires: 4/22/2015

LANDOWNER

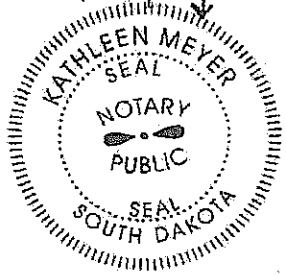
By: Jackie Zubke  
Printed Name: Jackie Zubke

By: Grace Zubke

Printed Name: Grace Zubke

STATE OF South Dakota COUNTY OF Codington (Where signed)

This instrument was subscribed and acknowledged before me on this 8<sup>th</sup> day of March, 2015, by Jackie Zubke and Grace Zubke (Kathleen Meyer)



Notary Public for Cod. Co SD

My commission Expires: 4/22/2015

**EXHIBIT A**

**Description of the Property**

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

The Northwest Quarter of Section 26, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., subject to public right of way, Codington County, South Dakota  
(160 acres)

The Northeast Quarter of Section 34, Township 119 North, Range 52, West of the 5<sup>th</sup> P.M., subject to highway rights of way, visible or recorded easements, and reservations of record, if any.  
(146 acres)

Jackie L. Zubke and Grace Zubke

RECORDING REQUESTED 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. 201504015 Pages: 6  
BOOK: 4T EASEMENT  
PAGE: 5282

9/3/2015 11:03:00 AM

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 April 10, 2015, by and between A.M. Farms, Inc. (collectively or individually, the "Landowner"), whose address is 17271 460th 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:

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:

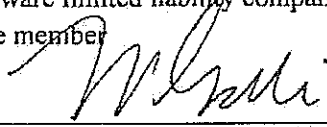
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

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

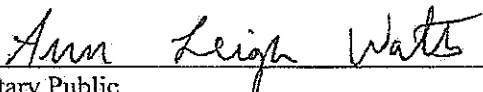
By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2015 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

LANDOWNER:

By: Daniel Miller  
Printed Name: Daniel Miller

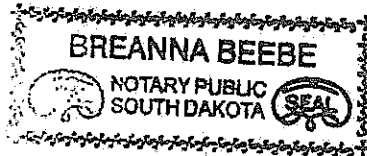
By: A.M. Farms Inc. (President)  
Printed Name: \_\_\_\_\_

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

On this 10th day of April, 2015 before me, the undersigned officer, personally appeared: Daniel Miller, ~~husband and wife/a married person/a single 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.

Breanna Beebe  
Notary Public for First Premier Bank  
My commission expires: \_\_\_\_\_



My Commission Expires  
September 8, 2016

**EXHIBIT A**

**Description of the Property**

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

The Southwest Quarter of Section 21, Township 119, North of Range 52, West of the 5<sup>th</sup> P.M., less the North 379.7 Feet of the West 638 Feet thereof;

The Northwest Quarter of the Southeast Quarter of Section 21, Township 119, North of Range 52, West of the 5<sup>th</sup> P.M.;

The Southwest Quarter of the Southeast Quarter of Section 21, Township 119 North, of Range 52 West of the 5<sup>th</sup> P.M., subject to easements and reservations, visible or of record.

(236 acres)

A.M. Farms, Inc.



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. 201504018 Pages: 6**  
**BOOK: 4T EASEMENT**  
**PAGE: 5285**

9/3/2015 11:06:00 AM

**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 June 6, 2015, by and between Emil Mack, a married person (collectively or individually, the "Landowner"), whose address is 17390 Sheridan Rd, 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;

- (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: *Mark W. Goodwin*  
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2015 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.

*Ann Leigh Watts*  
Notary Public



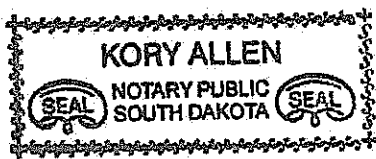
LANDOWNER:

By: Emil Mack  
Name: Emil Mack

STATE OF South Dakota )  
COUNTY OF Codington ) ss.

On this 6<sup>th</sup> day of JUNE, 2015, before me, the undersigned officer, personally appeared Emil Mack, a ~~married person~~ single 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.



KAA  
Notary Public for South Dakota  
My commission expires: 9-18-19

By: Renee Mack  
Name: Renee Mack

STATE OF South Dakota )  
COUNTY OF Codington ) ss.

On this 6<sup>th</sup> day of JUNE, 2015, before me, the undersigned officer, personally appeared Renee Mack, a married person ~~single 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.



KAA  
Notary Public for South Dakota  
My commission expires: 9-18-19

**EXHIBIT "A"**

**Description of Property**

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

Southwest Quarter (SW $\frac{1}{4}$ ) Section One (1) and Northwest Quarter (NW $\frac{1}{4}$ )  
Section Twelve (12), all in Township One Hundred Nineteen (119),  
Range Fifty-Two (52), West of the 5th P.M., Codington County,  
South Dakota.

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. 201700892 Pages: 7**  
**BOOK: 4T LEASE / EASEMENT AGREEMENT**  
**PAGE: 6340**

3/6/2017 12:29:00 PM

*Ann Rasmussen*

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

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### 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 2, 2014, by and between Jabe Kahnke Living Trust, dated August 6, 2014 (collectively or individually, the "**Landowner**"), whose address is 1326 42nd St. SW, 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 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**

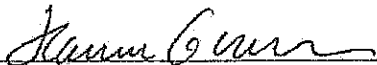
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**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:   
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.

  
Notary Public

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

LANDOWNER:

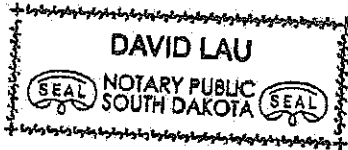
By: [Signature]  
Name: Mark Kienast, Administrative Trustee of the Jabe Kahnke Living Trust dated August 6, 2014

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

On this 2 day of November, 2016, before me, the undersigned officer, personally appeared Mark Kienast, Administrative Trustee of the Jabe Kahnke Living Trust dated August 6, 2014, 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.

[Signature]  
Notary Public South Dakota  
(State)  
My commission expires: 4-8-27





**EXHIBIT "A"**

**Description of Property**

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

**Tract 1:**

All of Section One (1), Township One Hundred Eighteen (118) North, of Range Fifty-two (52) West of the Fifth Principal Meridian, Codington County, South Dakota, except Thrun Addition in the Southeast Quarter of said Section One, except railroad right of way, and except all that portion of the East One Thousand Two Hundred Thirteen and seven-tenths feet (E1213.7') of the Southeast Quarter of said Section One lying South and West of the plat entitled: "Thrun Addition in the Southeast Quarter of Section One, Township One Hundred Eighteen North, Range Fifty-two West of the 5th P.M., Codington County, South Dakota".

**Parcel Number:** 14000000101180521100000 (591.71 acres)

**Tract 2:**

The Southwest Quarter of Section Twelve (12), in Township One Hundred Eighteen (118) North, of Range Fifty-two (52) West of the Fifth Principal Meridian, Codington County, South Dakota.

**Parcel Number:** 14000001201180523100000 (160.00 acres)

**Tracts 3 and 4:**

The Southeast Quarter (SE1/4) except that part thereof lying East of a line drawn diagonally from the midpoint of the North line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; and the East Half of the Southwest Quarter (E1/2 SW1/4), all in Section Thirty-six (36), Township One Hundred Nineteen (119) North, Range Fifty-two (52) West of the Fifth P.M., Codington County, South Dakota.

**Parcel Numbers:** 05000003601190524100000 (120.00 acres)  
05000003601190523100000 (80.00 acres)

**Tract 5:**

The Northeast Quarter (NE1/4) of Section Eleven (11), Township One Hundred Twenty (120) North of Range Fifty-two (52) West of the Fifth P.M., in the Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota.

**Parcel Number:** 09.52.11.1000 (160.00 acres)

Tract 6:

The Southeast Quarter of Section Eleven (11), Township One Hundred Twenty (120) North of Range Fifty-two (52) West of the Fifth P.M., in the Sisseton and Wahpeton Indian Reservation, Grant County, South Dakota.

Parcel Number: 09.52.11.4000 (160.00 acres)

Tract 7:

The Southeast Quarter (SE1/4) of Section Twenty-two (22), in Township One Hundred Twenty (120) North, of Range Fifty-two (52) West of the Fifth P.M., Grant County, South Dakota.

Less and Except:

Lot H-4 in the SE1/4 of Section 22, Township 120 North, Range 52 West of the 5th P.M., in Grant County, South Dakota, as shown by plat made by Wallace L. Larsen, Registered Land Surveyor, under date of February 12, 1973; said plat to be filed in the office of the Register of Deeds, Grant County, South Dakota.

Said Lot H-4 contains 9.30 acres, more or less.

Parcel Number: 11.52.22.4000 (150.70 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. 201504019 Pages: 6  
 BOOK: 4T EASEMENT  
 PAGE: 5286

9/3/2015 11:07:00 AM

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 June 22, 2015, by and between James B. Berg and Susan J. Berg (collectively or individually, the "Landowner"), whose address is 46913 South Dakota Hwy 20, Stockholm, SD 57264, 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**

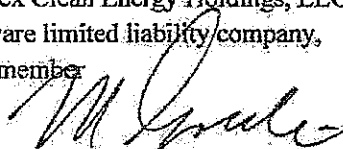
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

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

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

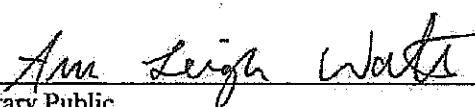
By: Apex Clean Energy Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2015 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



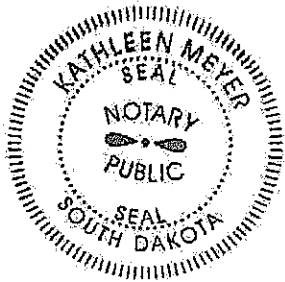
LANDOWNER:

By: James B. Berg 6/22/15  
Name: James B. Berg

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

On this 22<sup>nd</sup> day of June, 2015, before me, the undersigned officer, personally appeared James B. Berg, a married person a single 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.



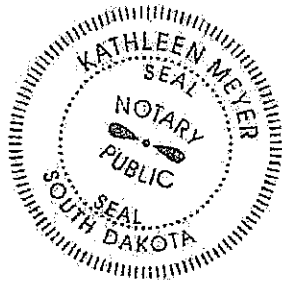
Kathleen Meyer  
Notary Public for South Dakota  
My commission expires: 4/22/2021

By: Susan J. Berg 6/22/15  
Name: Susan J. Berg

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

On this 22<sup>nd</sup> day of June, 2015, before me, the undersigned officer, personally appeared Susan J. Berg, a married person a single 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.



Kathleen Meyer  
Notary Public for South Dakota  
My commission expires: 4/22/2021

**EXHIBIT "A"**

**Description of Property**

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

**Tract 1:**

**The Southwest Quarter of Section 12, Township 119 North of Range 52 West of the 5<sup>th</sup> P.M., in Codington County, South Dakota, subject to visible or recorded easements, restrictions, conditions, covenants or reservations, if any.**

**Tract 2:**

**The Northwest Quarter less the North 709.5 Feet of the West 924 Feet in Section 13, Township 119 North of Range 52 West of the 5<sup>th</sup> P.M., in Codington County, South Dakota, subject to highway right-of-way, easements either visible or recorded, restrictions, conditions, covenants or reservations of record, if any.**





**INSTRUMENT NO. 201504020 Pages: 6**  
**BOOK: 4T EASEMENT**  
**PAGE: 5287**

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

**9/3/2015 11:08:00 AM**  
**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 June 30, 2015, by and between R. R. Imme Family LLP (collectively or individually, the "Landowner"), whose address is 906 18th Ave 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: *Mark W. Goodwin*  
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2015 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.

*Ann Leigh Watts*  
Notary Public



LANDOWNER:

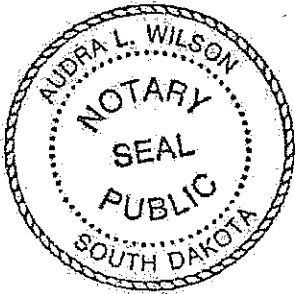
R. R. Imme Family LLP

By: Stacy Stanton  
Name: Stacy Stanton  
Title: Managing Partner

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

On this 30<sup>th</sup> day of June, 2015, before me, the undersigned officer, personally appeared Stacy Stanton as Managing Partner of R. R. Imme Family LLP, 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.



Audra L. Wilson  
Notary Public for Kingsbury, South Dakota  
My commission expires: 10-17-2018

EXHIBIT "A"

Description of Property

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

East One-Half (E1/2) of Section Thirteen (13), Township One Hundred Nineteen (119) North, of Range Fifty-two (52), West of the Fifth Principal Meridian, except .51 acres conveyed to Codington County for highway purposes by deed recorded in Book "123" of Deeds, Page 447, and except Lot H-I containing 2.49 acres which was conveyed to the State of South Dakota by Warranty Deed bearing date of October 8, 1954 and recorded in Book "175" of Deeds on Page 321 in office of Register of Deeds; and less the North 821.89 Feet of the South 1355.0 Feet of the East 1060.0 Feet of the Northeast Quarter of Section 13, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota, subject to Public Right of Way;



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

Filed in - Grant County, Milbank, SD  
 Recorded on 9/4/2015 1:50 PM  
 Transaction # 1004182  
 Document # 229853  
 Book 273  
 Page 109 (7 pages)                      Rec. Fee \$30.00  
*Nancy Copeland*  
 Nancy Copeland, Register of Deeds  
 Return To:  
 APEX CLEAN ENERGY - JEANINE WOLANSKI  
 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 June 25, 2015, by and between Rosenfeld Hutterian Brethren, Inc., a South Dakota Religious Nonprofit Corporation, a/k/a Rosenfeld Hutterian Brethren, Inc., a corporation (collectively or individually, the "Landowner"), whose address is 36560 102nd Street, Forbes, ND 58439, 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

Dakota Range I, LLC

1

**INSTRUMENT NO. 201505152 Pages: 7**  
**BOOK: 4T EASEMENT**  
**PAGE: 5438**

**11/16/2015 11:36:00 AM**

**ANN RASMUSSEN, REGISTER OF DEEDS**  
**CODINGTON COUNTY, SOUTH DAKOTA**

**Recording Fee: 30.00**  
**Return To: APEX CLEAN ENERGY**

- (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: *Mark W. Goodwin*  
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2015 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.



*Ann Leigh Watts*  
Notary Public



**EXHIBIT "A"****Description of Property**

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

**Tract 1:**

The Southeast Quarter (SE $\frac{1}{4}$ ), including Lot "A", in Section Six (6), Township One Hundred Twenty (120) 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; and

**Tract 2:**

The Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Five (5), Township One Hundred Twenty (120) 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.

**Tract 3:**

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 6, Township 119 North, Range 51 West of the 5th P.M., Codington County, South Dakota, except the South 12 Rods of the East 18 Rods for school purposes, and except that portion conveyed for highway right of way purposes by Quit Claim Deed filed in Book 179 of Deeds on page 493.

**Tract 4:**

Lots 6 and 7, and the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ) also described as the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 6, Township 119 North, Range 51 West of the 5th P.M., Codington County, South Dakota.

**Tract 5:**

the North West One Quarter (NW  $\frac{1}{4}$ ) and the North one thousand five hundred forty five feet (N 1,545') of the North East One Quarter (NE  $\frac{1}{4}$ ) of Section 24, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, SD, less Lot H-I, and subject to the reservation of mineral rights and oil and gas rights in Grantor.

**Tract 6:**

the East One-half (E  $\frac{1}{2}$ ) of Section Twenty-four, except the North one thousand five hundred forty five feet (N 1,545') of the North East One Quarter (NE  $\frac{1}{4}$ ), and except the East eight hundred eighty five feet (E 885') of the South seven hundred seventy eight feet (S 778'), and except the West two hundred sixty one feet (W 261') of the East one thousand one hundred forty six feet (E 1,146') of the South one thousand five hundred twenty six and one half feet (S 1,526.5'), and except the West four hundred nine feet (W 409') of the East one thousand five hundred fifty five feet (E 1,555') of the South one thousand seventy feet (S 1,070') of the South East One Quarter (SE $\frac{1}{4}$ ) of Section 24, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, SD, less Lot H-I, and subject to the reservation of mineral rights and oil and gas rights in Grantor.

Tract 7:

Government Lots One (1), Two (2), Three (3), Four (4) and the South Half of the Northeast Quarter (S½ NE¼) of Section Four (4), Township One Hundred Nineteen (119) North, Range Fifty-two (52) West of the 5<sup>th</sup> P.M., Codington County, South Dakota

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

Filed in - Grant County, Milbank, SD  
Recorded on 9/4/2015 1:50 PM  
Transaction # 1004182  
Document # 229853  
Book 273  
Page 109 (7 pages) Rec. Fee \$30.00  
*Nancy Copeland*  
Nancy Copeland, Register of Deeds  
Return To:  
APEX CLEAN ENERGY - JEANINE WOLANSKI  
236 EAST HIGH STREET  
CHARLOTTESVILLE, VA 22902

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### 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 June 25, 2015, by and between Rosenfeld Hutterian Brethren, Inc., a South Dakota Religious Nonprofit Corporation, a/k/a Rosenfeld Hutterian Brethren, Inc., a corporation (collectively or individually, the "Landowner"), whose address is 36560 102nd Street, Forbes, ND 58439, 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: *Mark W. Goodwin*  
Name: Mark W. Goodwin  
Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2015 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.



*Ann Leigh Watts*  
Notary Public



**EXHIBIT "A"****Description of Property**

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

**Tract 1:**

The Southeast Quarter (SE $\frac{1}{4}$ ), including Lot "A", in Section Six (6), Township One Hundred Twenty (120) 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; and

**Tract 2:**

The Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Five (5), Township One Hundred Twenty (120) 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.

**Tract 3:**

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 6, Township 119 North, Range 51 West of the 5th P.M., Codington County, South Dakota, except the South 12 Rods of the East 18 Rods for school purposes, and except that portion conveyed for highway right of way purposes by Quit Claim Deed filed in Book 179 of Deeds on page 493.

**Tract 4:**

Lots 6 and 7, and the East Half of the Southwest Quarter (E1/2SW $\frac{1}{4}$ ) also described as the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 6, Township 119 North, Range 51 West of the 5th P.M., Codington County, South Dakota.

**Tract 5:**

the North West One Quarter (NW  $\frac{1}{4}$ ) and the North one thousand five hundred forty five feet (N 1,545') of the North East One Quarter (NE  $\frac{1}{4}$ ) of Section 24, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, SD, less Lot H-1, and subject to the reservation of mineral rights and oil and gas rights in Grantor.

**Tract 6:**

the East One-half (E  $\frac{1}{2}$ ) of Section Twenty-four, except the North one thousand five hundred forty five feet (N 1,545') of the North East One Quarter (NE  $\frac{1}{4}$ ), and except the East eight hundred eighty five feet (E 885') of the South seven hundred seventy eight feet (S 778'), and except the West two hundred sixty one feet (W 261') of the East one thousand one hundred forty six feet (E 1,146') of the South one thousand five hundred twenty six and one half feet (S 1,526.5'), and except the West four hundred nine feet (W 409') of the East one thousand five hundred fifty five feet (E 1,555') of the South one thousand seventy feet (S 1,070') of the South East One Quarter (SE $\frac{1}{4}$ ) of Section 24, Township 119 North, Range 52 West of the 5<sup>th</sup> P.M., Codington County, SD, less Lot H-1, and subject to the reservation of mineral rights and oil and gas rights in Grantor.

Tract 7:

Government Lots One (1), Two (2), Three (3), Four (4) and the South Half of the Northeast Quarter (S½ NE¼) of Section Four (4), Township One Hundred Nineteen (119) North, Range Fifty-two (52) West of the 5<sup>th</sup> P.M., Codington County, South Dakota



**INSTRUMENT NO. 201504021 Pages: 6**  
**BOOK: 4T EASEMENT**  
**PAGE: 5288**

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

**9/3/2015 11:09:00 AM**

**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 June 30, 2015, by and between Allen D. Stark and Dianne M. Stark, husband and wife (collectively or individually, the "**Landowner**"), whose address is 16116 457th 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:

**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: 

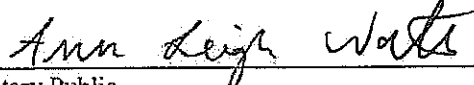
Name: Mark W. Goodwin

Title: President

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2015 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

