

This instrument was drafted by:
Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952-988-9000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT (“**Memorandum of Lease**”) is entered into this 23rd day of September, 2016, by and between Thad Duerre and Victoria L. Duerre a/k/a Vicki Duerre, husband and wife (collectively, “**Lessor**”), and Crocker Wind Farm, LLC, a South Dakota limited liability company (“**Lessee**”).

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the “Lease Agreement”) dated September 23rd, 2016 (the “**Effective Date**”), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Clark, State of South Dakota, and being more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Premises**”).

Contact information for Lessor and Lessee is as follows:

Crocker Wind Farm, LLC
c/o Geronimo Energy, LLC
Attn: Director of Real Estate
7650 Edinborough Way, Suite 725
Edina MN 55435
(952) 988-9000

Thad Duerre and Victoria L. Duerre
15026 423rd Avenue
Bristol, SD 57219
Phone: 605-880-0561

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

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

1. Lessor and Lessee have entered into the Lease Agreement to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together

with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

2. The initial term of the Lease Agreement (the “**Development Period**”) commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date, unless Lessee files a sworn affidavit with the South Dakota Public Utilities Commission in compliance with South Dakota Codified Laws Section 43-13-20.1, in which case the Development Period shall expire twelve (12) years from the Effective Date. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the extended term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty (20) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

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

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

5. Pursuant to the Lease Agreement, Lessee shall accommodate the reasonable development of another holder of any easement for essential services except for competing developers of wind energy projects. The term essential services, includes any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems.

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

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

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

The remainder of this page is intentionally blank.

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

LESSOR:

Thad Duerre
Thad Duerre
Victoria L. Duerre
Victoria L. Duerre

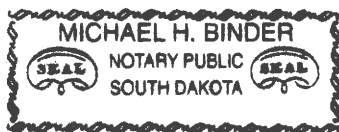
LESSEE:

CROCKER WIND FARM, LLC

By [Signature]
Blake E. Nixon, President

STATE OF South Dakota)
COUNTY OF Clark) ss.

The foregoing instrument was acknowledged before me this 23rd day of September, 2016 by Thad Duerre and Victoria L. Duerre a/k/a Vicki Duerre, husband and wife.



Michael H. Binder
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

The foregoing instrument was acknowledged before me this 7th day of October, 2016, by Blake E. Nixon, the President of Crocker Wind Farm, LLC, a South Dakota limited liability company, on behalf of the limited liability company.



Heather L. Wayne
Notary Public

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

Legal Description of Premises:

PID Nos. 4596, 4603, 4602 and 4606

The Southwest Quarter (SW $\frac{1}{4}$) of Section Six (6), Township One Hundred Nineteen (119) North of Range Fifty-eight (58) West of the 5th P.M., Clark County, South Dakota.

NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 8, Township 119 North, Range 58 West of the 5th P.M., Clark County, South Dakota.

X Township One Hundred Nineteen (119) North, Range Fifty-eight (58) West of the Fifth (5th) Prime Meridian, Clark County, South Dakota:

Section 8: South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$); Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$); and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$).

The Premises contains 483.84 acres.

This instrument was drafted by:
Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952-988-9000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT (“**Memorandum of Lease**”) is entered into this 26 day of September, 2016, by and between Timothy V. Rasmussen and Nanette M. Rasmussen, husband and wife (collectively, “**Lessor**”), and Crocker Wind Farm, LLC, a South Dakota limited liability company (“**Lessee**”).

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the “Lease Agreement”) dated September 26, 2016 (the “**Effective Date**”), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Clark, State of South Dakota, and being more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Premises**”).

Contact information for Lessor and Lessee is as follows:

Crocker Wind Farm, LLC
c/o Geronimo Energy, LLC
Attn: Director of Real Estate
7650 Edinborough Way, Suite 725
Edina MN 55435
(952) 988-9000

Timothy V. Rasmussen and Nanette M.
Rasmussen
433 29th St. NW
Watertown, SD 57201
Phone: 605-520-9760

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

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

1. Lessor and Lessee have entered into the Lease Agreement to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together

with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

2. The initial term of the Lease Agreement (the “**Development Period**”) commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date, unless Lessee files a sworn affidavit with the South Dakota Public Utilities Commission in compliance with South Dakota Codified Laws Section 43-13-20.1, in which case the Development Period shall expire twelve (12) years from the Effective Date. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the extended term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty (20) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

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

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

5. Pursuant to the Lease Agreement, Lessee shall accommodate the reasonable development of another holder of any easement for essential services except for competing developers of wind energy projects. The term essential services, includes any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems.

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

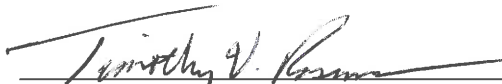
7. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

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

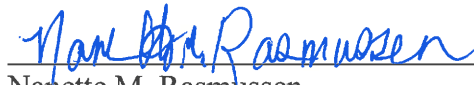
The remainder of this page is intentionally blank.

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

LESSOR:




Timothy V. Rasmussen



Nanette M. Rasmussen

LESSEE:

CROCKER WIND FARM, LLC

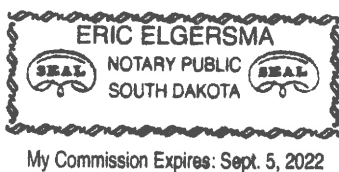
By 

Blake E. Nixon, President

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF Clark)

On the 26 day of September, 2016, before me Eric Elgersma the undersigned, personally appeared Timothy V. Rasmussen and Nanette M. Rasmussen, husband and wife, known to me or satisfactorily proven to be the person(s) whose name(s) is (are) subscribed to the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



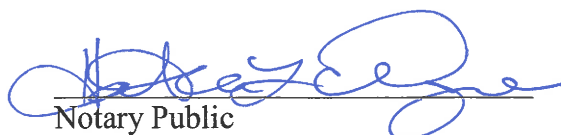


Notary Public
My commission expires Sept. 5 2022

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 11th day of October, 2016, by Blake E. Nixon, the President of Crocker Wind Farm, LLC, a South Dakota limited liability company, on behalf of the limited liability company.





Notary Public

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

Legal Description of Premises:

PID No. 4639

The Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), Township One Hundred Nineteen (119) North, Range Fifty-eight (58) West of the 5th P.M., Clark County, South Dakota, less Lot H-1 for highway purposes.

The Premises contains 159.98 acres.

This instrument was drafted by:
Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952-988-9000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT (“**Memorandum of Lease**”) is entered into this 20 day of September, 2016, by and between Daniel Reppe a/k/a Daniel R. Reppe and Tamara Reppe, husband and wife (collectively, “**Lessor**”), and Crocker Wind Farm, LLC, a South Dakota limited liability company (“**Lessee**”).

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the “Lease Agreement”) dated September 20th, 2016 (the “**Effective Date**”), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Clark, State of South Dakota, and being more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Premises**”).

Contact information for Lessor and Lessee is as follows:

Crocker Wind Farm, LLC
c/o Geronimo Energy, LLC
Attn: Director of Real Estate
7650 Edinborough Way, Suite 725
Edina MN 55435
(952) 988-9000

Daniel R. Reppe and Tamara Reppe
15534 417th Ave.
Conde, SD 57434
Phone: (605) 382-5277

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

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

1. Lessor and Lessee have entered into the Lease Agreement to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together

with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

2. The initial term of the Lease Agreement (the “**Development Period**”) commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date, unless Lessee files a sworn affidavit with the South Dakota Public Utilities Commission in compliance with South Dakota Codified Laws Section 43-13-20.1, in which case the Development Period shall expire twelve (12) years from the Effective Date. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the extended term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty (20) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

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

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

5. Pursuant to the Lease Agreement, Lessee shall accommodate the reasonable development of another holder of any easement for essential services except for competing developers of wind energy projects. The term essential services, includes any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems.

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

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

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

The remainder of this page is intentionally blank.

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

LESSOR:

Daniel R Reppe
Daniel R. Reppe

Tamara Reppe
Tamara Reppe

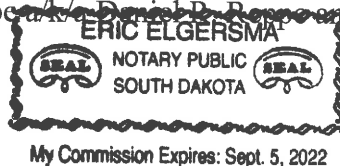
LESSEE:

CROCKER WIND FARM, LLC

By [Signature]
Blake E. Nixon, President

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

The foregoing instrument was acknowledged before me this 20 day of September, 2016, by Daniel Reppe ~~and~~ and Daniel R. Reppe and Tamara Reppe, husband and wife.



Eric Elgersma
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7th day of October, 2016, by Blake E. Nixon, the President of Crocker Wind Farm, LLC, a South Dakota limited liability company, on behalf of the limited liability company.



Heather L Wayne
Notary Public

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

Legal Description of Premises:

PID Nos. 7917, 4598, 4600, 4653, and 4654

The West Half (aka Lots 1 & 2) of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$) of Section Seven (7), in Township One Hundred Nineteen (119) North, Range Fifty-eight (58), West of the 5th P.M., Clark County, South Dakota;

and

The East One-half of Northeast Quarter ($E\frac{1}{2}NE\frac{1}{4}$) of Section Seven (7), Township One Hundred Nineteen North (119N), Range Fifty-eight (58), West of the 5th P.M., Clark County, State of South Dakota;

and

The Southwest One-fourth ($SW\frac{1}{4}$) of Section Seven (7), Township One Hundred Nineteen (119) North, Range Fifty-eight (58) West of the 5th P.M., County of Clark, State of South Dakota;

and

The North One-half of the Northwest One-fourth ($N\frac{1}{2}NW\frac{1}{4}$) and the West One-half of the Southwest One-fourth ($W\frac{1}{2}SW\frac{1}{4}$) and the Southwest One-fourth of the Northwest One-fourth ($SW\frac{1}{4}NW\frac{1}{4}$) all in Section Eighteen (18), Township One Hundred Nineteen (119) North, Range Fifty-eight (58) West of the 5th P.M., County of Clark, State of South Dakota.

The Premises contains 537.19 acres.

This instrument was drafted by:
Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952-988-9000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT (“**Memorandum of Lease**”) is entered into this 20 day of September, 2016, by and between William Reppe a/k/a William L. Reppe A Single person
(insert name of spouse, if any, and marital status)
(collectively, “**Lessor**”), and Crocker Wind Farm, LLC, a South Dakota limited liability company (“**Lessee**”).

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the “Lease Agreement”) dated September 20, 2016 (the “**Effective Date**”), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Clark, State of South Dakota, and being more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Premises**”).

Contact information for Lessor and Lessee is as follows:

Crocker Wind Farm, LLC
c/o Geronimo Energy, LLC
Attn: Director of Real Estate
7650 Edinborough Way, Suite 725
Edina MN 55435
(952) 988-9000

William L. Reppe
42415 157th Street
Bradley, SD 57217
Phone: 605-881-3052

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

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

1. Lessor and Lessee have entered into the Lease Agreement to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease

Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a “Site”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

2. The initial term of the Lease Agreement (the “**Development Period**”) commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date, unless Lessee files a sworn affidavit with the South Dakota Public Utilities Commission in compliance with South Dakota Codified Laws Section 43-13-20.1, in which case the Development Period shall expire twelve (12) years from the Effective Date. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the extended term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty (20) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

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

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

5. Pursuant to the Lease Agreement, Lessee shall accommodate the reasonable development of another holder of any easement for essential services except for competing developers of wind energy projects. The term essential services, includes any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems.

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

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

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

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

LESSOR:

William L. Reppe
William L. Reppe

LESSEE:

CROCKER WIND FARM, LLC

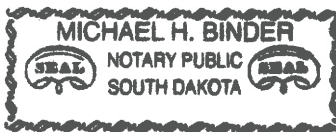
By [Signature]
Blake E. Nixon, President

STATE OF SOUTH DAKOTA)
COUNTY OF Clark) ss.

On the 20th day of September, 2016, before me, a Notary Public, in and for said County, personally appeared William Reppe a/k/a William L. Reppe

A Single Person
(insert name of spouse, if any, and marital status)

to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.



My Commission Expires: July 15, 2022

Michael H. Binder
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7th day of October, 2016, by Blake E. Nixon, the President of Crocker Wind Farm, LLC, a South Dakota limited liability company, on behalf of the limited liability company.




Notary Public

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

Legal Description of Premises: 4599, 7831, 4649, 4650, 4652, 4655, 8126, and 8127

The East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$) of Section Seven (7), in Township One Hundred Nineteen (119) North, Range Fifty-Eight (58), West of the 5th P.M., Clark County, South Dakota;

AND

West One-half of Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$) of Section Seven (7), Township One Hundred Nineteen North (119N), Range Fifty-eight (58), West of the 5th P.M., Clark County, State of South Dakota;

AND

The South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$), less Lot H-1, the South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$), less Lot H-1, the South Half of the North Half ($S\frac{1}{2}N\frac{1}{2}$), and the North Half of the South Half ($N\frac{1}{2}S\frac{1}{2}$) of Section Seventeen (17), in Township One Hundred Nineteen (119) North, Range Fifty-eight (58) West of the 5th P.M., Clark County, South Dakota;

AND

The Southeast One-fourth ($SE\frac{1}{4}$) the South One-half of the Northeast One-fourth ($S\frac{1}{2}NE\frac{1}{4}$), the East One-half of the Southwest One-fourth ($E\frac{1}{2}SW\frac{1}{4}$), and the Southeast One-fourth of the Northwest One-fourth ($SE\frac{1}{4}NW\frac{1}{4}$), all in Section Eighteen (18), Township One Hundred Nineteen (119) North, Range Fifty-eight (58) West of the 5th P.M., County of Clark, State of South Dakota.

The Premises contains 987.95 acres.

This instrument was drafted by:
Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952-988-9000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT ("Memorandum of Lease") is entered into this 14th day of October, 2016, by and between Swenson Groveland Farms, LLC, a Minnesota limited liability company (collectively, "Lessor"), and Crocker Wind Farm, LLC, South Dakota limited liability company ("Lessee").

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the "Lease Agreement") dated October 14th, 2016 (the "**Effective Date**"), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Clark, State of South Dakota, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "**Premises**").

Contact information for Lessor and Lessee is as follows:

Crocker Wind Farm, LLC
c/o Geronimo Energy, LLC
Attn: Director of Real Estate
7650 Edinborough Way, Suite 725
Edina MN 55435
(952) 988-9000

Swenson Groveland Farms, LLC
3630 Virginia Avenue
Wayzata, MN 55391
Phone: _____

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

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

Crocker

1. Lessor and Lessee have entered into the Lease Agreement to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

2. The initial term of the Lease Agreement (the “**Development Period**”) commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date, unless Lessee files a sworn affidavit with the South Dakota Public Utilities Commission in compliance with South Dakota Codified Laws Section 43-13-20.1, in which case the Development Period shall expire twelve (12) years from the Effective Date. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the extended term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty (20) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

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

4. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for wind energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee’s this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the windpower facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under the Lease by virtue of the

assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability.

5. Pursuant to the Lease Agreement, Lessee shall accommodate the reasonable development of another holder of any easement for essential services except for competing developers of wind energy projects. The term essential services, includes any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems.

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

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


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

The remainder of this page is intentionally blank.

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


LESSOR:

Swenson Groveland Farms, LLC

By: 
Name: Nick Swenson
Its: Managing Member

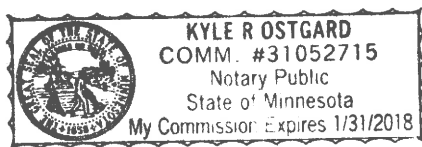
LESSEE:

CROCKER WIND FARM, LLC

By 
Blake E. Nixon, President

STATE OF Minnesota)
) ss.
 COUNTY OF Hennepin)

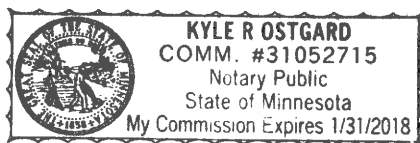
The foregoing instrument was acknowledged before me this 14 day of October, 2016, by Nick Swenson, the Managing Member of Swenson Groveland Farms, LLC a Minnesota limited liability company, on behalf of the limited liability company.



Kyle Ostgard
 Notary Public

STATE OF MINNESOTA)
) ss.
 COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25 day of October, 2016, by Blake E. Nixon, the President of Crocker Wind Farm, LLC, a South Dakota limited liability company, on behalf of the limited liability company.



Kyle Ostgard
 Notary Public

Crocker

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

Legal Description of Premises: 4643, 4644, 4646, 4647 and 4648

The Southeast Quarter (SE $\frac{1}{4}$) less Lot H-1 for highway; the Southwest Quarter (SW $\frac{1}{4}$) less Lot H-1 for highway; the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Sixteen (16); and the North Half of the North Half (N $\frac{1}{2}$ N $\frac{1}{2}$) of Section Seventeen (17), in Township One Hundred Nineteen (119) North, Range Fifty-eight (58), West of the 5th P.M., Clark County, South Dakota.

The Premises contains 632.29 acres.

Crocker

This instrument was drafted by:
Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952-988-9000

MEMORANDUM OF LAND LEASE AND WIND EASEMENT

THIS MEMORANDUM OF LAND LEASE AND WIND EASEMENT (“**Memorandum of Lease**”) is entered into this 24th day of September, 2016, by and between Richard C. Wells and Heather A. Wells, husband and wife (collectively, “**Lessor**”), and Crocker Wind Farm, LLC, a South Dakota limited liability company (“**Lessee**”).

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the “Lease Agreement”) dated September 24th, 2016 (the “**Effective Date**”), whereby Lessor has agreed to lease to Lessee certain real property, together access easement rights and a wind easement across said premises in the County of Clark, State of South Dakota, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Premises**”).

Contact information for Lessor and Lessee is as follows:

Crocker Wind Farm, LLC
c/o Geronimo Energy, LLC
Attn: Director of Real Estate
7650 Edinborough Way, Suite 725
Edina MN 55435
(952) 988-9000

Richard C. Wells and Heather A. Wells
15446 419th Avenue
Conde, SD 57434
Phone: 605-784-3409

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

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

1. Lessor and Lessee have entered into the Lease Agreement to lease and demise the Premises for wind energy purposes and to grant access and wind easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for wind energy purposes, together

with certain related wind, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Wind energy purposes means converting wind energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto. Any obstruction to the free flow of the wind is prohibited throughout the entire area of the Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any wind turbine or meteorological tower is or may be located at any time from time to time (each such location referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

2. The initial term of the Lease Agreement (the “**Development Period**”) commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date, unless Lessee files a sworn affidavit with the South Dakota Public Utilities Commission in compliance with South Dakota Codified Laws Section 43-13-20.1, in which case the Development Period shall expire twelve (12) years from the Effective Date. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when construction of wind facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the extended term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty (20) years from the earlier of either of the Construction Date or the Extended Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Lessee has a right to extend the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

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

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

5. Pursuant to the Lease Agreement, Lessee shall accommodate the reasonable development of another holder of any easement for essential services except for competing developers of wind energy projects. The term essential services, includes any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems.

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

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

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

The remainder of this page is intentionally blank.

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

LESSOR:

Richard C. Wells
Richard C. Wells

Heather A. Wells
Heather A. Wells

LESSEE:

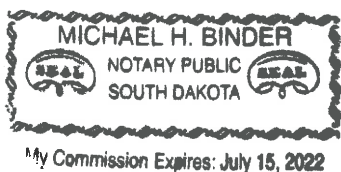
CROCKER WIND FARM, LLC

By Blake E. Nixon, President

[illegible]

On the 24th day of September, 2016, before me Michael H. Binder
the undersigned, personally appeared Richard C. Wells and
Heather A. Wells, husband and wife, known to me or satisfactorily proven to be the persons whose
names are subscribed to the instrument and acknowledged they executed the same for the purposes
therein contained.

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



Michael H. Binder
Notary Public
My commission expires July 15, 2022

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

Legal Description of Premises: 4591, 4592, 4594, 4595 and 4597

The West Half (W½) of Section Five (5) and the East Half (E½) and the Northwest Quarter (NW¼) of Section Six (6), all in Township One Hundred Nineteen North (119N), Range Fifty-eight West (58W) of the Fifth Principal Meridian (5th P.M.), Clark County, South Dakota

The Premises contains 805.65 acres.