

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

This ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST (this “**Assignment**”), is made and entered on December 20, 2018 (the “**Effective Date**”), by and between Apex GCL, LLC, a Delaware limited liability company (“**Assignor**”), and Northern States Power Company, a Minnesota corporation (“**Assignee**”).

RECITALS

A. Assignor owns 100% of the membership interest (the “**Membership Interest**”) in Dakota Range II, LLC, a Delaware limited liability company (the “**Company**”); and

B. Assignee and Assignor entered into that certain Purchase and Sale Agreement, dated September 22, 2017, as amended by that certain First Amendment to Purchase and Sale Agreement, dated July 30, 2018, that certain Second Amendment to Purchase and Sale Agreement, dated September 24, 2018, and that certain Third Amendment to Purchase and Sale Agreement dated as of the date hereof (“**Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to sell and transfer to Assignee the Membership Interest and Assignee has agreed to purchase and accept from Assignor the Membership Interest upon the terms and conditions set forth in the Purchase Agreement; and

C. As of the Effective Date, Assignee desires to be admitted as the sole member of the Company and to become the only party to the Amended and Restated Operating Agreement of the Company (the “**Operating Agreement**”); and

D. To effect the sale and purchase of the Membership Interest, Assignor and Assignee are executing and delivering this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENTS

1. Transfer of Interests. Assignor hereby sells, assigns, transfers and delivers unto Assignee (a) all of Assignor’s right, title and interest in and to the Membership Interest and (b) all of Assignor’s rights under the Operating Agreement.

2. Assumption of Assignee. Assignee hereby purchases, acquires and accepts the Membership Interest, and assumes (a) all of Assignor’s right, title and interest in and to the Membership Interest and (b) all obligations and liabilities of Assignor under the Operating Agreement and agrees to become a party to and to be bound by the terms and conditions of the Operating Agreement to the same extent as if it were an original party thereto. On the Effective Date, in accordance with the Operating Agreement, Assignor ceased to be the sole member of the Company. From and after the Effective Date, Assignee shall be the sole member of the Company and the only party to the Operating Agreement.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or portable document format (pdf) copies hereof or signature hereon will, for all purposes, be deemed originals.

4. Further Assurances. On and after the Effective Date, the parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents, instruments or agreements as may be reasonably necessary to further effectuate the assignment and transfer of the Membership Interest.

5. Governing Law. This Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of New York without giving effect to any conflict or choice of law provision that would result in the application of another state's law.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

7. Conflicts. This Assignment is not intended to, and does not, amend or modify the Purchase Agreement in any respect, and if there is any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Membership Interest to be duly executed as of the day and year first above written.

Assignor:


Apex GCL, LLC,
a Delaware limited liability company

By: Apex Clean Energy Holdings, LLC
Its: Sole Member

By: 
Name: Mark Goodwin
Its: President and CEO

Assignee:

Northern States Power Company,
a Minnesota corporation

By: 
Name: Christopher B. Clark
Its: President