

August 4, 2021

## Exhibit A

Kerwin Schultz  
Grant County Road Supervisor  
210 E 5<sup>th</sup> Ave  
Milbank, SD 57252

Re: **Certificate of Completion**  
*Road Use and Repair Agreement by and between Dakota Range III, LLC, and Grant County, South Dakota*

Dear Kerwin Schultz,

As you know, Dakota Range III, LLC ("Dakota Range III") and Grant County entered into a Road Use and Repair Agreement, dated May 7, 2019 (the "Agreement"), regarding Dakota Range III's use of Grant County roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("Project"). Dakota Range III has now completed construction of the Project. Pursuant to the Agreement, Dakota Range III has completed its repair of Grant County roads, or, in the alternative, Grant County has agreed to accept certain compensation in lieu of such repairs. Dakota Range III requests the Grant County's acknowledgement below of Dakota Range III's satisfaction of its obligations under the Agreement.

Sincerely,

Josh Pauly  
Project Manager

Digitally signed by Josh Pauly  
DN: CN=Josh Pauly,  
OU=Denver, OU=Users,  
OU=UEI, DC=UEI, DC=com  
Date: 2021.08.04  
13:16:47-0500

Josh Pauly

Acknowledgement:



Kerwin Schultz, Road Superintendent

Grant County

Phone: 605-432-5861

Email: [kerwin.schultz@grantcountysd.us](mailto:kerwin.schultz@grantcountysd.us)



January 12, 2022

**SIDE LETTER AGREEMENT**

Roberts County Highway Department  
Attention: Pat Strickland

**RE: DAKOTA RANGE III WIND PROJECT**  
**Agreement for Road Use, Repair, and Improvements**

Dear Mr. Strickland,

This Side Letter Agreement is to be executed in conjunction with that certain AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS effective June 25, 2019 between Dakota Range III, LLC (the "**Developer**") and the Roberts County Commission on behalf of Roberts County, South Dakota ("**County**") as amended on May 5, 2020 (the "**Agreement**") regarding Developer's use of Roberts County roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("**Project**").

Developer has now completed construction of the Project. Developer has requested that County execute a Certificate of Completion, the form of which is attached hereto as Exhibit "A" (the "**Certificate**"), acknowledging that Developer has satisfied its obligations under the Agreement.

By this Side Letter Agreement, County does hereby agree that it will execute the Certificate concurrently with this Side Letter.

In exchange Developer agrees to provide the following no later than July 31, 2022:

1. Replace culvert or repair pipe for proper drainage at the Intersection of 144th Street and 453rd Avenue;
2. Developer will pay the Roberts County Highway Department \$15,0000 for the replacement of gravel (which payment includes material and hauling costs and expenses) on 453rd Avenue between 144th Street going North of 142nd Street.
3. Remove radius and culvert(s) on the intersection of 453rd Avenue and 142nd Street.
4. Remove approach access located on East side of 453rd Avenue or rebuild the existing approach to standard width and length in accordance with SD Codified Law, with a culvert as needed.



This Side Letter Agreement shall be governed and construed in accordance with the laws of the State of South Dakota, without regard to the conflict of laws provisions thereof. Nothing in this Side Letter Agreement shall be construed as modifying or amending any of the terms and conditions of the Agreement except as expressly set forth herein. This Side Letter Agreement supersedes all previous oral and written understandings and agreements between the parties with respect to the subject matter hereof, if any, and comprises the complete and final agreement of the parties with respect to the subject matter hereof, except that the parties will be subject to, and this Side Letter Agreement does not supersede, the terms and conditions of the aforementioned Certificate to be executed by the parties hereto contemporaneously with this Side Letter Agreement. This Side Letter Agreement shall be binding on Developer and County, and their heirs, successors and assigns. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. If any term or provision, or any portion thereof, of this Side Letter Agreement is found or held by a court of competent jurisdiction in a final and unappealable judgment to be invalid, illegal or unenforceable, then the remaining terms and provisions hereof shall not be affected thereby and shall remain valid, legal and enforceable to the fullest extent under the law.

We ask that you please sign and return this Side Letter Agreement if it meets with your approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lawrence Waldinger".

Lawrence Waldinger  
Director, Land Legal

[Signatures on the following page.]



IN WITNESS WHEREOF, Developer and County have executed this Side Letter Agreement as of the dates set forth below their respective signatures.

**COUNTY:**

Roberts County Commission on behalf of Roberts County, South Dakota

By: *Pat Stickland*

Name: Pat Stickland

Title: Roberts county Hwy Supt.

Date: 1/13/2022

**DEVELOPER:**

Dakota Range III, LLC, a Delaware limited liability company

By: *Brian Wixon* DocuSigned by: DS F774F13CB2C54C1

Name: Brian Wixon

Title: Director of Land Acquisition

Date: 1/13/2022

Acknowledgment that developer has satisfied its obligation of conditions in this side letter agreement.

County:

Roberts County Commissioner on behalf of Roberts County, South Dakota

By: *Tom Vedgert*

Name: Tom Vedgert

Title: Commissioner chair

Date: 2-7-2023





EXHIBIT "A"  
[ATTACHED HERETO]

ENGIE North America  
3760 State Street, Suite 200  
Santa Barbara, CA 93105

August 4, 2021

Pat Strickland  
Roberts County Road Supervisor  
11901 BIA Highway 700  
Sisseton, SD 57262

Re: **Certificate of Completion**  
*Road Use and Repair Agreement by and between Dakota Range III, LLC, and Roberts County, South Dakota*

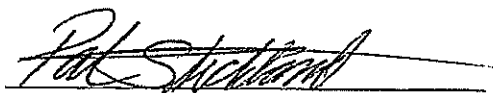
Dear Pat Strickland,

As you know, Dakota Range III, LLC ("Dakota Range III") and Roberts County entered into a Road Use and Repair Agreement, dated May 5, 2020 (the "Agreement"), regarding Dakota Range III's use of Roberts County roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("Project"). Dakota Range III has now completed construction of the Project. Pursuant to the Agreement, Dakota Range III has completed its repair of Roberts County roads or, in the alternative, Roberts County has agreed to accept certain compensation in lieu of such repairs. Dakota Range III requests the Roberts County's acknowledgement below of Dakota Range III's satisfaction of its obligations under the Agreement.

Sincerely,

Josh Pauly  
Project Manager

Acknowledgement:

A handwritten signature in black ink, appearing to read "Pat Strickland", is written over a horizontal line.

Pat Strickland, Road Superintendent  
Roberts County  
Phone: 605-880-8744  
Email: rocohwy@venturecomm.net



July 30, 2021

Paul Dumann  
Farmington Township

Re: **Certificate of Completion**  
*Road Use and Repair Agreement by and between Dakota Range III, LLC, and Farmington Township, South Dakota*

Dear Paul Dunmann,

As you know, Dakota Range III, LLC ("Dakota Range III") and Farmington Township entered into a Road Use and Repair Agreement, dated June 17, 2019 (the "Agreement"), regarding Dakota Range III's use of Farmington Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("Project"). Dakota Range III has now completed construction of the Project. Pursuant to the Agreement, Dakota Range III has completed its repair of Farmington Township roads, or, in the alternative, Farmington Township has agreed to accept certain compensation in lieu of such repairs. Dakota Range III requests the Farmington Township's acknowledgement below of Dakota Range III's satisfaction of its obligations under the Agreement.

Sincerely,

Josh Pauly  
Project Manager

Josh Pauly

Digitally signed by Josh Pauly  
DN: cn=Josh Pauly, ou=Demer,  
ou=Users, ou=UEL, dc=UEL,  
dc=com  
Date: 2021.07.29 14:50:00-0600

Acknowledgement:

  
Paul Dumann  
Farmington Township  
Phone: 603-276-0443





January 13, 2022

**SIDE LETTER AGREEMENT**

Blooming Valley Township Highway Department  
Attention: Junior Beger

RE: **DAKOTA RANGE III WIND PROJECT**  
**Agreement for Road Use, Repair, and Improvements**

Dear Mr. Beger,

This Side Letter Agreement is to be executed in conjunction with that certain AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS effective June 17, 2019 between Dakota Range III, LLC ("**Developer**") and the Blooming Valley Township Commission on behalf of Blooming Valley Township, South Dakota ("**Township**"), as amended May 5, 2020, (the "**Agreement**") regarding Developer's use of Blooming Valley Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("**Project**").

Developer has now completed construction of the Project. Developer has requested that Township execute a Certificate of Completion, the form of which is attached hereto as Exhibit "A" (the "**Certificate**"), acknowledging that Developer has satisfied its obligations under the Agreement.

By this Side Letter Agreement, Township does hereby agree that it will execute the Certificate concurrently with this Side Letter.

In exchange Developer agrees to provide the following no later than July 31, 2022:

1. 25 loads of gravel set aside for Township to haul at ~~will~~ for use in their township

This Side Letter Agreement shall be governed and construed in accordance with the laws of the State of South Dakota, without regard to the conflict of laws provisions thereof. Nothing in this Side Letter Agreement shall be construed as modifying or amending any of the terms and conditions of the Agreement except as expressly set forth herein. This Side Letter Agreement supersedes all previous oral and written understandings and agreements between the parties with respect to the subject matter hereof, if any, and comprises the complete and final agreement of the parties with respect to the subject matter hereof, except that the parties will be subject to, and this Side Letter Agreement does not supersede, the terms and conditions of the aforementioned Certificate to be executed by the parties hereto contemporaneously with this Side Letter

ENGIE North America  
3760 State Street, Suite 200  
Santa Barbara, CA 93105



Agreement. This Side Letter Agreement shall be binding on Developer and Township, and their heirs, successors and assigns. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. If any term or provision, or any portion thereof, of this Side Letter Agreement is found or held by a court of competent jurisdiction in a final and unappealable judgment to be invalid, illegal or unenforceable, then the remaining terms and provisions hereof shall not be affected thereby and shall remain valid, legal and enforceable to the fullest extent under the law.

We ask that you please sign and return this Side Letter Agreement if it meets with your approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lawrence Waldinger".

Lawrence Waldinger  
Director, Land Legal

[Signatures on the following page.]



IN WITNESS WHEREOF, Developer and Township have executed this Side Letter Agreement as of the dates set forth below their respective signatures.

**TOWNSHIP:**

Blooming Valley Township Commission on behalf of Blooming Valley Township, South Dakota

By: Art Berger Jr.

Name: [Signature]

Title: \_\_\_\_\_

Date: 04/08/2022

**DEVELOPER:**

Dakota Range III, LLC, a Delaware limited liability company

By: Brian Wixon [Signature]  
DocuSigned by:  
F774F13CB2C54C1

Name: Brian Wixon

Title: Director of Land Acquisition

Date: 1/13/2022

Acknowledgment that developer has satisfied its obligation of conditions in this side letter agreement.

Township:

Blooming Valley Township Commissioner on behalf of Blooming Valley Township, South Dakota

By: Art Berger Jr.

Name: [Signature]

Title: \_\_\_\_\_

Date: 02/13/23



**EXHIBIT "A"**  
**[ATTACHED HERETO]**

ENGIE North America  
3760 State Street, Suite 200  
Santa Barbara, CA 93105

July 30, 2021

Junior Beger  
Blooming Valley Township

Re: **Certificate of Completion**  
*Road Use and Repair Agreement by and between Dakota Range III, LLC, and Blooming Valley Township, South Dakota*

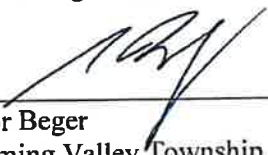
Dear Junior Beger,

As you know, Dakota Range III, LLC ("Dakota Range III") and Blooming Valley Township entered into a Road Use and Repair Agreement, dated June 17, 2019 (the "Agreement"), regarding Dakota Range III's use of Blooming Valley Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("Project"). Dakota Range III has now completed construction of the Project. Pursuant to the Agreement, Dakota Range III has completed its repair of Blooming Valley Township roads, or, in the alternative, Blooming Valley Township has agreed to accept certain compensation in lieu of such repairs. Dakota Range III requests the Blooming Valley Township's acknowledgement below of Dakota Range III's satisfaction of its obligations under the Agreement.

Sincerely,

Josh Pauly  
Project Manager

Acknowledgement:

  
\_\_\_\_\_  
Junior Beger  
Blooming Valley Township  
Phone: 605-881-1803

July 30, 2021

Mark Aslesen  
Lura Township

**Re: Certificate of Completion**  
*Road Use and Repair Agreement by and between Dakota Range III, LLC, and Lura Township, South Dakota*

Dear Mark Aslesen,

As you know, Dakota Range III, LLC ("Dakota Range III") and Lura Township entered into a Road Use and Repair Agreement, dated May 1, 2020 (the "Agreement"), regarding Dakota Range III's use of Lura Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("Project"). Dakota Range III has now completed construction of the Project. Pursuant to the Agreement, Dakota Range III has completed its repair of Lura Township roads, or, in the alternative, Lura Township has agreed to accept certain compensation in lieu of such repairs. Dakota Range III requests the Lura Township's acknowledgement below of Dakota Range III's satisfaction of its obligations under the Agreement.

Sincerely,

Josh Pauly  
Project Manager

Josh Pauly

Digitally signed by Josh Pauly  
DN: CN=Josh Pauly,  
OU=Denver, OU=Users,  
OU=UEI, DC=UEI, DC=com  
Date: 2021.07.29  
15:08:20-06'00'

Acknowledgement:



Mark Aslesen  
Lura Township  
Phone: 605-880-7057

**RELEASE AGREEMENT**

This Release Agreement (this "Release") is entered into by and between Dakota Range III, LLC ("Developer") and Mazeppa Township (the "Township") as of this 30<sup>th</sup> day of November, 2020. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Agreement for Road Use, Repair, and Improvement dated June 26, 2020 (the "Agreement") between Developer and Township.

Pursuant to Section 3.2 of the Agreement, Developer is responsible for the repair of any damage to Designated Roads thereunder in connection with the construction of the Dakota Range III Wind Project. Developer's obligation is to return the Designated Roads to a condition that is substantially similar to that indicated in the Initial Evaluation, reasonable wear and tear excepted.

Developer has completed the required repair work as required by the Agreement and the Designated Roads have been inspected by an authorized representative(s) of the Township and the Designated Roads have been found to meet the restoration standard required under the Agreement and has determined that no additional repair or restoration is required by Developer.

The Township hereby releases and forever acquits Developer from any liability or further obligation for the repair and restoration of the Designated Roads under the Agreement.

EXECUTED by the parties to be effective as of the date first written above.

**DEVELOPER:**

By: Josh Pauly  
Josh Pauly, Project Manager  
On behalf of Developer

Digitally signed by Josh Pauly  
DN: CN=Josh Pauly, OU=Denver,  
OU=Users, OU=UEI, DC=UEI, DC=com  
Date: 2021.02.04 12:37:20-07'00'

**TOWNSHIP:**

By: JEM ORBAN  
JEM ORBAN, Supervisor





January 12, 2022

**SIDE LETTER AGREEMENT**

Summit Township Highway Department  
Attention: Ricky Knutson

**RE: DAKOTA RANGE III WIND PROJECT**  
**Agreement for Road Use, Repair, and Improvements**

Dear Mr. Knutson,

This Side Letter Agreement is to be executed in conjunction with that certain AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS (the "**Agreement**") effective June 17, 2019 between Dakota Range III, LLC (the "**Developer**") and the Summit Township Commission on behalf of Summit Township, South Dakota ("**Township**") regarding Developer's use of Summit Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("**Project**").

Developer has now completed construction of the Project. Developer has requested that Township execute a Certificate of Completion, the form of which is attached hereto as Exhibit "A" (the "**Certificate**"), acknowledging that Developer has satisfied its obligations under the Agreement.

By this Side Letter Agreement, Township does hereby agree that it will execute the Certificate concurrently with this Side Letter.

In exchange Developer agrees to provide the following no later than July 31, 2022:

1. A two inch gravel cap on the first half mile of 457th Ave North of 144th street;
2. 12 loads of gravel spread out across 143rd street east of 455th Ave. This consists of approximately a 2.4 mile stretch of road. A Township officer will determine the exact distribution area before work begins; and
3. 25 loads of gravel set aside for Township to haul at will for use in their township

This Side Letter Agreement shall be governed and construed in accordance with the laws of the State of South Dakota, without regard to the conflict of laws provisions thereof. Nothing in this Side Letter Agreement shall be construed as modifying or amending any of the terms and conditions of the Agreement except as expressly set forth herein. This Side Letter Agreement supersedes all previous oral and written understandings and agreements between the parties with respect to the subject matter hereof, if any, and comprises the complete and final agreement of

ENGIE North America  
3760 State Street, Suite 200  
Santa Barbara, CA 93105



the parties with respect to the subject matter hereof, except that the parties will be subject to, and this Side Letter Agreement does not supersede, the terms and conditions of the aforementioned Certificate to be executed by the parties hereto contemporaneously with this Side Letter Agreement. This Side Letter Agreement shall be binding on Developer and Township, and their heirs, successors and assigns. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. If any term or provision, or any portion thereof, of this Side Letter Agreement is found or held by a court of competent jurisdiction in a final and unappealable judgment to be invalid, illegal or unenforceable, then the remaining terms and provisions hereof shall not be affected thereby and shall remain valid, legal and enforceable to the fullest extent under the law.

We ask that you please sign and return this Side Letter Agreement if it meets with your approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lawrence Waldinger".

Lawrence Waldinger  
Director, Land Legal

[Signatures on the following page.]



IN WITNESS WHEREOF, Developer and Township have executed this Side Letter Agreement as of the dates set forth below their respective signatures.

**TOWNSHIP:**

Summit Township Commission on behalf of Summit Township, South Dakota

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEVELOPER:**

Dakota Range III, LLC, a Delaware limited liability company

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

DocuSigned by:

Brian Wixon

F774F13C82C54C1

Name: Brian Wixon

Title: Director of Land Acquisition

Date: 1/13/2022

Acknowledgment that developer has satisfied its obligation of conditions in this side letter agreement.

Township:

Summit Township Commissioner on behalf of summit Township, South Dakota

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT "A"**  
**[ATTACHED HERETO]**

ENGIE North America  
3760 State Street, Suite 200  
Santa Barbara, CA 93105

July 30, 2021

Ricky Knutson  
Summit Township

Re: **Certificate of Completion**  
*Road Use and Repair Agreement by and between Dakota Range III, LLC, and Summit Township, South Dakota*

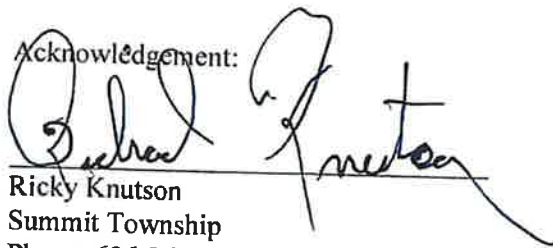
Dear Ricky Knutson,

As you know, Dakota Range III, LLC ("Dakota Range III") and Summit Township entered into a Road Use and Repair Agreement, dated June 17, 2019 (the "Agreement"), regarding Dakota Range III's use of Summit Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("Project"). Dakota Range III has now completed construction of the Project. Pursuant to the Agreement, Dakota Range III has completed its repair of Summit Township roads, or, in the alternative, Summit Township has agreed to accept certain compensation in lieu of such repairs. Dakota Range III requests the Summit Township's acknowledgement below of Dakota Range III's satisfaction of its obligations under the Agreement.

Sincerely,

Josh Pauly  
Project Manager

Acknowledgement:

A handwritten signature in black ink, appearing to read "Ricky Knutson", is written over a horizontal line.

Ricky Knutson  
Summit Township  
Phone: 606-268-1950



January 12, 2022

**SIDE LETTER AGREEMENT**

Ortley Township Highway Department  
Attention: Greg Pearson

RE: **DAKOTA RANGE III WIND PROJECT**  
**Agreement for Road Use, Repair, and Improvements**

Dear Mr. Pearson,

This Side Letter Agreement is to be executed in conjunction with that certain AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS (the "**Agreement**") effective June 17, 2019 between Dakota Range III, LLC (the "**Developer**") and the Ortley Township Commission on behalf of Ortley Township, South Dakota ("**Township**") regarding Developer's use of Ortley Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("**Project**").

Developer has now completed construction of the Project. Developer has requested that Township execute a Certificate of Completion, the form of which is attached hereto as Exhibit "A" (the "**Certificate**"), acknowledging that Developer has satisfied its obligations under the Agreement.

By this Side Letter Agreement, Township does hereby agree that it will execute the Certificate concurrently with this Side Letter.

In exchange Developer agrees to provide the following no later than July 31, 2022:

1. Developer will address the blocked culvert on the North East corner of intersection 144th street and 453rd Ave by unblocking and repairing culvert as necessary;
2. Developer will remove and reclaim the RADI in the Township and all drainage that Developer disturbed in the Township will be remediated.

This Side Letter Agreement shall be governed and construed in accordance with the laws of the State of South Dakota, without regard to the conflict of laws provisions thereof. Nothing in this Side Letter Agreement shall be construed as modifying or amending any of the terms and conditions of the Agreement except as expressly set forth herein. This Side Letter Agreement supersedes all previous oral and written understandings and agreements between the parties with respect to the subject matter hereof, if any, and comprises the complete and final agreement of the parties with respect to the subject matter hereof, except that the parties will be subject to, and

ENGIE North America  
3760 State Street, Suite 200  
Santa Barbara, CA 93105



this Side Letter Agreement does not supersede, the terms and conditions of the aforementioned Certificate to be executed by the parties hereto contemporaneously with this Side Letter Agreement. This Side Letter Agreement shall be binding on Developer and Township, and their heirs, successors and assigns. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. If any term or provision, or any portion thereof, of this Side Letter Agreement is found or held by a court of competent jurisdiction in a final and unappealable judgment to be invalid, illegal or unenforceable, then the remaining terms and provisions hereof shall not be affected thereby and shall remain valid, legal and enforceable to the fullest extent under the law.

We ask that you please sign and return this Side Letter Agreement if it meets with your approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lawrence Waldinger".

Lawrence Waldinger  
Director, Land Legal

[Signatures on the following page.]





IN WITNESS WHEREOF, Developer and Township have executed this Side Letter Agreement as of the dates set forth below their respective signatures.

**TOWNSHIP:**

Ortley Township Commission on behalf of Ortley Township, South Dakota

By: [Signature]

Name: Gregory Pearson

Title: Supervisor Ortley Township

Date: 2-4-2022

**DEVELOPER:**

Dakota Range III, LLC, a Delaware limited liability company

By: [Signature] DocuSigned by:  
Brian Wixon  
F774F13CBZC54C1

Name: Brian Wixon

Title: Director of Land Acquisition

Date: 1/13/2022

Acknowledgment that developer has satisfied its obligation of conditions in this side letter agreement.

Township:

Ortley Township Commissioner on behalf of Ortley Township, South Dakota

By: [Signature]

Name: Gregory Pearson

Title: Supervisor, Ortley Township

Date: 2-3-2023



EXHIBIT "A"  
[ATTACHED HERETO]

ENGIE North America  
3760 State Street, Suite 200  
Santa Barbara, CA 93105

July 30, 2021

Greg Pearson  
Ortley Township

Re: **Certificate of Completion**  
*Road Use and Repair Agreement by and between Dakota Range III, LLC, and Ortley Township, South Dakota*

Dear Greg Pearson,

As you know, Dakota Range III, LLC ("Dakota Range III") and Ortley Township entered into a Road Use and Repair Agreement, dated June 17, 2019 (the "Agreement"), regarding Dakota Range III's use of Ortley Township roads for the construction of the Dakota Range III Wind Project and associated 345 kilovolt Transmission Line ("Project"). Dakota Range III has now completed construction of the Project. Pursuant to the Agreement, Dakota Range III has completed its repair of Ortley Township roads, or, in the alternative, Ortley Township has agreed to accept certain compensation in lieu of such repairs. Dakota Range III requests the Ortley Township's acknowledgement below of Dakota Range III's satisfaction of its obligations under the Agreement.

Sincerely,

Josh Pauly  
Project Manager

Acknowledgement:



\_\_\_\_\_  
Greg Pearson  
Ortley Township  
Phone: 605-265-0172