

**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 URBAN  
MAZEPPA, Supervisor