



This instrument was drafted by:
Cattle Ridge Wind Farm, LLC
c/o 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 3 day of June, 2016, by and between Regus Farms Inc., a South Dakota corporation (collectively, “**Lessor**”), and Cattle Ridge Wind Farm, LLC, a Delaware limited liability company (“**Lessee**”).

RECITALS:

A. Lessor and Lessee have entered into a certain Land Lease and Wind Easement (the “**Lease Agreement**”) dated June 3, 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 Grant, 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:

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

Regus Farms, Inc.
Ken Peterson, Officer
5532 10TH Avenue S
Minneapolis, MN 55417

Ron Peterson, Officer
3 Marion Lane
Bourne, MA 02532

Kathy Zarsky, Officer
9524 Circle Drive
Austin, TX 78736

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. The Lease Agreement shall automatically be extended for a Construction Period, 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 Construction Period ("**Construction Period Notice Date**"). The Construction Period of the Lease Agreement ("**Construction Period**") is two (2) 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. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation ("**Commercial Operation 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 Commercial Operation 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 (each, a "**Renewal Term**") 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:

REGUS FARMS, INC.

By: 

Ken Peterson, Officer

By: 

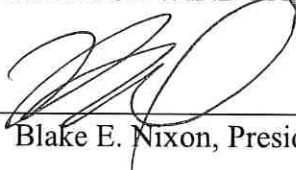
Ron Peterson, Officer

By: 

Kathy Zarsky, Officer

LESSEE:

CATTLE RIDGE WIND FARM, LLC

By: 

Blake E. Nixon, President

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:

REGUS FARMS, INC.

By: *K/P*
Ken Peterson, Officer

By: *K/P*
Ron Peterson, Officer

By: *K Zarsky*
Kathy Zarsky, Officer

LESSEE:

CATTLE RIDGE WIND FARM, LLC

By
Blake E. Nixon, President

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsley)

DENISE ANN STARK
COMM.#20488364
Notary Public
State of Minnesota
My commission Expires 1/31/2020

The foregoing instrument was acknowledged before me this 3rd day of June, 2016, by Ken Peterson, as Officer of Regus Farms, Inc., a South Dakota corporation, on behalf of the corporation.

Denise Ann Stark
Notary Public

Commonwealth
State of Massachusetts

County of BARNSTABLE

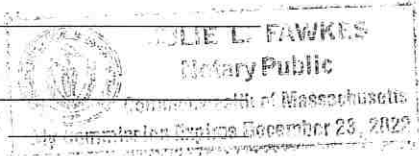
On this 3 day of JUNE, 2016, before me, the undersigned notary public, personally appeared Ron Peterson, as Officer of Regus Farms, Inc., a South Dakota corporation, proved to me through satisfactory evidence of identification, which were PERSONALLY KNOWN, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, on behalf of said corporation.



Notary Public

Print Name: _____

My commission expires: _____



State of Texas

County of TRAVIS

This instrument was acknowledged before me on JUNE 3RD, 20 16 by Kathy Zarsky, as Officer of Regus Farms, Inc., a South Dakota corporation, on behalf of said corporation.

Notary Public's Signature



STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 4th day of August, 201 6, by Blake E. Nixon, the President of Cattle Ridge Wind Farm, LLC, a Delaware 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
DESCRIPTION OF PREMISES

Tax Parcel No(s): 14.50.15.2000, 14.50.10.2000, 14.50.09.4100, 14.50.09.1000, 14.50.09.3100, 14.50.09.4000

The Northeast Quarter (NE1/4) and the East Half of the Southeast Quarter (E1/2SE1/4) of Section Nine (9), and, the West Half (W1/2) of Section Ten (10), Township One Hundred Nineteen (119) North, Range Fifty (50) West of the Fifth P.M., Grant County, South Dakota;

AND

The Northwest Quarter (NW1/4) of Section Fifteen (15), all in Township One Hundred and Nineteen (119), North of Range Fifty (50), West of the Fifth (5th) P.M., Grant County, South Dakota;

AND

The West Half of the Southeast Quarter (W1/2SE1/4) and the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section 9, Township 119 North of Range 50 West of the 5th P.M., Grant County, South Dakota.

The Premises contains approximately 830 acres.