

APPLICATION FOR WIND ENERGY FACILITY SITING PERMIT

Flickertail Wind, LLC

Eddy County, ND

June 4, 2026

Prepared for:



Prepared by:

Westwood

Contents

1.0 Introduction	3
2.0 Regulatory Framework.....	4
3.0 Application for the Wind Energy Facility Siting Permit.....	7
3.1 Prospective Permittee:	7
3.2 USGS Topographic Map(s) (plus 500 ft buffer):.....	8
3.3 Schedule and Timeline.....	11
3.4 Leases, Easements, and Agreements	12
4.0 Compliance with Section 10.1.4: General Requirements for WEFs	12
4.1 Proposed Turbine Model	12
4.2 Color.....	13
4.3 Advertising	13
4.4 Identification Number.....	13
4.5 Lighting	13
4.6 Appearance.....	14
4.7 Minimal Impacts.....	14
4.8 Fences	14
4.9 Road Maintenance.....	14
4.10 Collector Lines	15
4.11 Feeder Line.....	15
5.0 Compliance with Setbacks	15
6.0 Restoration of Property	17
7.0 Transfer of Wind Energy Facility Siting Permit.....	17
8.0 Final Compliance and Acknowledgement.....	17
9.0 Compliance with Sections 8.2.6.1 through 8.2.6.6: Conditional Use Permit Criteria	18
9.1 The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the community. 18	
9.2 The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.	18
9.3 The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. ..	19
9.4 Adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.....	19
9.5 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.....	19

9.6 The conditional use will substantially conform to all applicable regulations of the district in which it is located.20

10.0 Conclusion.....20

Tables

- Table 2-1: Requirements and Commitments Checklist
- Table 3-2: Turbine Location Information
- Table 3-3: Construction Schedule
- Table 4-1: Proposed Turbine Model Specifications
- Table 5-0: Setbacks and Development Standards Table

Appendices

Appendix A: Maps

- Map 1 - Project Location and Design
- Map 2 – Existing Infrastructure
- Map 3 – Bush Township Project Design and Existing Infrastructure
- Map 4 – Gates Township Project Design and Existing Infrastructure
- Map 5 - Munster Township Project Design and Existing Infrastructure
- Map 6 – New Rockford Township Project Design and Existing Infrastructure
- Map 7 - Rosefield Township Project Design and Existing Infrastructure
- Map 8- Sheldon Township Project Design and Existing Infrastructure

Appendix B: Participating Landowner List and Memorandum of Real Estate Agreements

1.0 Introduction

Flickertail Wind, LLC (Flickertail Wind) is developing the Flickertail Wind Project (Project) in portions of Eddy County, North Dakota (County). Flickertail Wind respectfully submits this Application for a Wind Energy Facility (WEF) Siting Permit (Permit) to the County for the Project. The Project is located within Bush, Gates, Munster, New Rockford, Rosefield and Sheldon Townships. The Project will be constructed within an area of approximately 32,000 acres of land north of New Rockford and south of the Sheyenne River (Permit Area).

The Project will include the following components (all together, Facilities or Project Facilities):

- up to 80 wind turbine generator locations (of which up to 69 wind turbine generators and related equipment will be constructed),
- a dedicated Project substation,
- an approximately 11-mile 345 kV feeder line,
- new access roads and improvements to existing roads (as needed),
- an operations and maintenance (O&M) facility,
- up to two permanent meteorological towers (MET),
- an aircraft detection lighting system (ADLS) tower and related equipment,
- underground collection and communications systems, and
- temporary workspace for a construction laydown yard and concrete batch plant(s).

The Project will have a nameplate capacity of up to 407 megawatts (MW), with up to 370 MW delivered to the grid. Flickertail Wind submitted two interconnection requests to Minnkota Power Cooperative Inc. (Minnkota): MPC-03800 accepted on March 7, 2019, for 250 MW, and MPC-03900 accepted on April 16, 2019, for 151.2 MW. Both requests proposed interconnection to Minnkota's Center-to-Prairie 345 kV transmission line. Flickertail Wind executed a Generation Interconnection Agreement (GIA) with Minnkota (MPC-03800/03900) for interconnection of the Project to the transmission system. The GIA was executed on June 26, 2025.

Flickertail Wind has signed a long-term power purchase agreement (PPA) for the Project's output with Minnkota, a not-for-profit generation and transmission cooperative that provides wholesale power to member cooperatives serving communities across North Dakota and Minnesota. The PPA establishes a committed offtake for the Project's energy, providing a stable foundation for Project development while contributing to a diversified and reliable regional energy portfolio that serves local cooperative members.

Flickertail Wind proposes to construct, operate, and maintain the Project in the County as shown on the maps in Appendix A.

2.0 Regulatory Framework

This Application has been prepared in accordance with the Eddy County Zoning Ordinance (ECZO), as amended March 10, 2026, and provides information necessary to comply with Article 10 governing the siting and development of a Wind Energy Facility (WEF) in the County. Pursuant to Section 10.1 of the ECZO, a WEF (including associated facilities) located in the Agricultural District is an authorized use requiring a WEF Siting Permit issued by the Board of County Commissioners (Commission). See ECZO Secs. 10.1.2.1 and 10.1.3.1. Pursuant to Section 10.1.2.4 of the ECZO, a WEF Siting Permit issued pursuant to the ECZO WEF Ordinance is the only zoning permit required. The WEF rules and processes in Article 10 comprehensively address all facilities and infrastructure associated with the Project in the County.

According to the County Zoning Map, the Permit Area is zoned Agricultural. Since the Project will be located within the Agricultural District, Flickertail Wind must obtain a WEF Siting Permit for the Project.

Section 10.1.3.1 of the ECZO sets forth the content requirements for an application for a WEF Siting Permit. Additionally, Section 10.1.4 of the ECZO sets forth the general requirements for WEF and Section 10.1.5 of the ECZO sets forth wind turbine setback requirements. Additionally, on May 29, 2026, Flickertail Wind entered into a Development Agreement with New Rockford Township, which set forth certain development standards and commitments that are being applied to the Project.¹

This Application demonstrates that the Project will comply with all applicable provisions of the ECZO, including the WEF general requirements and setbacks, as well as the development standards and commitments in the Development Agreement. Table 2.1 provides a summary of the information required to fulfill the WEF application content requirements, general requirements for WEFs, setbacks, and Development Agreement standards and commitments, and provides the section within the Application where each requirement is addressed.

TABLE 2-1: REQUIREMENTS AND COMMITMENTS CHECKLIST

TABLE 2-1 CRITERIA & REQUIREMENTS CHECKLIST		
REQUIREMENT	DESCRIPTION	APPLICATION SECTION
Section 10.1.3.1 Application for a Permit		
10.1.3.1.1	Permittee contact information	3.1
10.1.3.1.2	USGS topographical map of the wind energy facility and 500 feet of all adjoining properties along the wind energy facility perimeter,	Appendix A Map #1
10.1.3.1.4	Construction schedule	3.3
10.1.3.1.5	Copies or signed summaries of all leases and easements	Appendix B
10.1.3.1.6	Fee of \$1,000 plus \$250 for each proposed wind turbine up to a total amount of no more than \$10,000	Application fee provided with Application.
Section 10.1.4 General Requirements for Wind Energy Facilities		
10.1.4.1	Turbine color	4.2
10.1.4.2	No advertising	4.3

¹ Flickertail Wind has also submitted a proposed Development Agreement with the same development standards and commitments to the County.

TABLE 2-1 CRITERIA & REQUIREMENTS CHECKLIST		
REQUIREMENT	DESCRIPTION	APPLICATION SECTION
10.1.4.3	Turbine ID number	4.4
10.1.4.4	Turbine lighting	4.5
10.1.4.5	Building materials, colors, textures	4.6
10.1.4.6	Agricultural operations	4.7
10.1.4.7	Fence/gate replacement	4.8
10.1.4.8	County road repair	4.9
10.1.4.9	Collection and communication line placement	4.10
10.1.4.10	Overhead feeder line in public ROW	4.11
Section 10.1.5 Turbine Setbacks		
10.1.5	Areas less than one and one-tenths times the height of the turbine from the property line of a nonparticipating landowner	5.0
10.1.5	Areas less than three times the height of the turbine or more from an inhabited rural residence of a nonparticipating landowner	5.0
Development Agreement Section 2.1 Project Commitments		
2.1.a	Each wind turbine shall be set back at least 5,280 feet (1 mile) from existing nonparticipating inhabited primary residences (measured from the center of the turbine monopole). The County may grant Developer a variance if the owner(s) of an existing non-participating inhabited primary residence and Developer file a written agreement expressing the support between the property owner and Developer for a variance.	5.0
2.1.b	Unless otherwise required by North Dakota law or the North Dakota Public Service Commission ("PSC"), Developer shall use crane-down methods to remove rotors and blades during decommissioning of any Project wind turbines within the County. Developer shall not use controlled demolition or toppling methods for removal of rotors or blades.	6.0
2.1.c	Developer shall enter into road use agreements with the County and any townships within the County with authority over roads to be used as haul roads for Project construction prior to the commencement of Project construction, and both Developer and the County agree to be reasonable in negotiating and implementing a road use agreement. For purposes of this provision, "construction" means clearing of land, excavation, or other action affecting the environment of the site, but does not include activities incident to preliminary engineering or environmental studies.	4.9
2.1.d	Developer shall use reasonable efforts to minimize lighting on wind turbines and associated buildings and facilities within the County, including the use of a Federal Aviation Administration-approved aircraft detection	4.5

TABLE 2-1 CRITERIA & REQUIREMENTS CHECKLIST		
REQUIREMENT	DESCRIPTION	APPLICATION SECTION
	lighting system ("ADLS") to the extent commercially available and authorized for the Project by applicable law.	
2.1.e	The Project shall comply with the PSC's applicable rules and any Certificate of Site Compatibility conditions regarding sound and shadow flicker. Developer will notify the County if the PSC issues a formal notice of noncompliance to the Project regarding sound or shadow flicker.	5.0
2.1.f	If the County issues a WEF siting permit for the Project, Developer shall provide a surety bond to the County in an amount not less than \$500,000 and not more than \$1,000,000, in a form reasonably acceptable to the County, to secure Developer's compliance with the WEF design requirements in Section 10 .1.4 and 10 .1. 5 of the County's Zoning Ordinance (as amended March 6, 2026) ("Ordinance"), subject to the terms in Section 2.l(a) and (d) of this Agreement ("Design Requirements"). The surety bond shall remain in effect until the Project's compliance with the Design Requirements is demonstrated pursuant to Section 10.1.3 .4 of the County's Ordinance.	To be provided, if WEF Siting Permit is issued.

3.0 Application for the Wind Energy Facility Siting Permit

3.1 Prospective Permittee:

The prospective permittee and contact information are as follows:

Permittee Flickertail Wind, LLC

Contact Wells McGiffert, VP Business Development, PRC Wind

Address 901 N 3rd Street, Suite 220, Minneapolis, MN 55401

Phone (612) 331-1486

Flickertail Wind understands that no work, except for wind monitoring, soil testing and other survey work, may commence to construct a wind energy facility until the WEF Siting Permit has been issued by the Eddy County Commission.

The fee for this Application is provided at the time of submission.

Signature of Authorized Representative of the Prospective Permittee:



Wells McGiffert, VP Business Development, PRC Wind on behalf of Flickertail Wind, LLC

3.2 USGS Topographic Map(s) (plus 500 ft buffer):

A USGS topographical map of the Project’s Permit Area plus 500 feet of all adjoining properties along the Project perimeter, showing all existing features, including property boundaries, structures, improvements, roads, utility lines, public facilities and natural features, location of all proposed improvements for the Project, including numbered wind turbines, feeder line, permanent MET tower, and access roads is provided in Appendix A. Each proposed wind turbine, as numbered, has been included in Table 3-2 along with information on distances from property lines and existing improvements (existing roads, gas pipelines, transmission lines, substations, water wells, gas wells, and inhabited residences).

TABLE 3-2 TURBINE LOCATION INFORMATION

TABLE 3-2 TURBINE LOCATION INFORMATION										
Turbine	Twp	Distance to Nearest (ft)								
		Road	Gas Pipeline	Transmission Line	Sub	Water Well	Gas Well	Property Line	Inhabited Primary Residence Non-Participant	Inhabited Primary Residence Participant
T018	Munster	1,406	34,277	19,656	28,756	6,164	23,065	331	6,546	4,790
T029	Munster	838	24,702	9,376	22,487	7,855	21,403	135	6,944	9,656
T030	Munster	847	24,344	9,700	19,488	6,240	24,952	637	5,282	6,143
T031	Munster	851	23,933	9,697	18,007	6,254	23,885	849	5,368	4,524
T032	Munster	950	14,110	953	7,728	2,036	16,877	351	5,788	4,699
T033	Munster	990	14,249	994	9,722	3,991	18,787	992	5,858	3,551
T034	Munster	804	12,727	908	11,480	5,839	21,055	801	5,296	3,172
T035	Munster	1,888	12,149	1,895	12,946	7,413	22,677	466	5,283	2,335
T036	Munster	804	8,706	6,108	16,281	11,362	26,485	794	8,463	2,109
T037	Munster	862	8,561	6,770	18,083	10,270	28,280	153	9,243	2,655
T038	Munster	969	5,928	9,592	19,757	7,684	30,095	973	6,934	4,431
T039	New Rockford	1,148	3,817	11,709	20,892	6,191	31,273	92	5,307	4,285
T040	New Rockford	2,041	1,750	12,614	23,138	4,027	33,166	53	5,299	4,157
T041	New Rockford	1,962	2,290	8,555	26,264	3,882	35,733	498	6,182	2,055
T042	New Rockford	1,310	4,678	6,229	28,346	4,137	37,178	54	7,009	2,691
T043	New Rockford	1,308	6,588	4,204	29,842	4,301	38,815	74	6,328	4,487

T046	Gates	868	5,355	11,433	28,256	5,345	26,613	666	12,659	4,287
T047	Gates	845	3,549	12,457	31,060	5,047	28,658	758	12,976	3,528
T048	Gates	989	4,463	12,879	33,484	6,008	27,219	918	10,740	5,687
T049	Gates	852	2,404	10,949	33,217	4,204	29,432	354	12,946	3,449
T050	Gates	2,548	604	9,085	34,403	2,303	31,034	93	11,821	2,306
T051	Gates	850	1,068	7,382	35,354	716	32,596	77	10,145	2,144
T052	Gates	1,461	1,630	7,449	31,741	4,646	33,854	1,159	11,800	1,929
T053	Gates	1,722	5,023	3,898	32,634	5,983	37,533	540	8,470	4,924
T054	Gates	2,261	6,101	2,324	33,949	5,409	36,135	299	7,963	6,013
T055	Gates	1,434	5,262	2,688	34,946	5,796	35,254	732	8,377	5,190
T056	Gates	830	9,434	1,608	38,580	7,619	31,473	88	5,701	9,383
T057	Gates	2,142	10,415	1,875	35,739	3,853	34,557	483	5,745	10,331
T058	Gates	3,261	12,377	4,066	37,512	3,295	33,100	467	6,540	12,300
T059	Gates	3,647	13,389	5,412	39,456	4,366	31,212	663	6,533	11,478
T060	Gates	804	14,255	6,399	42,338	7,458	28,081	502	6,635	8,350
T061-A	Gates	1,137	18,808	10,978	45,177	7,000	26,578	488	5,301	7,624
T062	Gates	2,992	20,697	12,862	46,708	7,995	25,764	351	5,684	6,523
T063	Gates	847	15,453	7,533	44,347	9,062	26,006	768	6,257	6,282
T064	Gates	804	18,133	10,226	46,339	9,319	24,540	602	8,031	5,057
T065	Gates	2,936	20,305	12,254	48,834	7,934	22,251	303	9,601	3,479
T066	Gates	1,208	16,238	8,060	46,051	10,994	24,152	105	5,904	4,538
T067	Gates	853	15,843	7,717	46,985	10,054	23,085	476	5,340	4,026
T068	Gates	1,463	20,164	12,041	49,910	8,584	20,727	229	9,666	1,585
T069	Gates	828	16,392	8,285	48,840	7,850	21,215	52	6,175	3,192
T070	Gates	1,182	16,013	7,756	49,838	6,207	20,350	460	6,052	3,857
T071	Gates	810	17,999	9,629	51,553	5,404	18,532	811	5,300	2,449
T072	Gates	1,444	20,203	11,752	53,420	5,422	16,634	389	5,310	2,371
T073	Gates	937	21,568	13,419	52,541	8,651	17,929	935	8,540	1,960

T074	Bush	838	24,753	16,610	54,013	5,210	17,804	399	11,627	4,308
T075	Bush	1,422	26,308	17,981	57,282	7,640	14,074	117	10,249	3,678
T076	Bush	870	28,666	20,524	57,122	3,902	16,752	868	14,365	1,870
T077	Bush	1,314	31,468	23,254	60,819	7,186	13,935	1,064	15,220	1,863
T078	Gates	1,391	13,263	4,545	50,270	5,155	21,075	945	5,463	5,205
T079	Gates	1,411	8,244	845	49,546	1,500	24,811	943	6,145	1,444
T080	Gates	1,417	9,932	823	50,510	2,228	23,179	745	5,870	2,224
T081	Gates	1,446	14,160	7,471	57,862	3,145	16,683	112	5,568	4,540
T082	Gates	814	15,855	10,047	60,116	2,088	14,230	507	6,212	1,979
T083	Gates	914	17,324	12,779	62,811	1,246	12,155	404	8,200	1,439
T084	Gates	2,400	19,652	12,660	61,123	2,514	10,942	219	5,709	2,340
T085	Bush	2,458	20,876	13,912	61,963	3,458	9,669	158	6,524	3,343
T086	Bush	1,895	21,791	15,220	63,209	4,221	8,381	732	7,802	4,172
T087	Bush	1,841	22,862	16,361	64,059	3,192	7,227	160	8,748	5,160
T088	Bush	1,038	23,845	17,807	65,539	1,676	5,849	1,036	9,224	3,897
T089	Bush	1,573	22,199	18,880	68,457	4,606	7,895	724	10,323	2,227
T090	Bush	1,607	22,664	18,624	67,797	3,424	7,015	114	9,707	1,680
T091	Bush	800	25,727	20,610	68,522	1,411	3,739	103	6,702	2,175
T092	Bush	2,091	27,057	22,502	70,536	906	3,318	125	5,353	2,748
T093	Bush	1,996	27,097	23,053	71,430	1,143	4,198	292	5,611	2,890
T094	Sheldon	976	27,984	17,050	44,749	7,460	35,017	977	8,083	11,000
T095	Sheldon	812	26,678	16,562	45,260	6,517	33,842	812	7,128	8,901
T096	Sheldon	1,266	26,397	17,534	47,161	7,562	30,882	805	6,671	5,935
T097	Sheldon	1,460	28,007	19,515	49,250	9,117	29,762	716	8,466	4,774
T098	Sheldon	799	26,377	18,455	49,383	6,913	27,498	269	7,575	2,583
T099	Bush	1,023	29,180	21,339	53,592	3,843	24,178	753	11,571	2,011
T100	Bush	1,231	32,015	24,179	55,835	5,709	24,585	1,034	14,026	2,064
T101	Bush	839	26,935	18,788	55,820	4,231	16,974	300	12,973	3,165

T102	Bush	1,401	26,476	18,352	54,586	3,110	18,496	298	13,411	4,338
T104	Munster	1,591	13,337	1,989	17,617	11,998	27,018	658	5,298	2,602
T105	Munster	2,190	13,344	2,191	18,912	13,294	25,970	226	6,124	3,343
T106	Munster	2,527	12,640	2,753	20,053	12,911	25,295	110	7,231	4,031
T110	Munster	1,159	6,871	7,078	13,712	9,536	24,075	166	5,296	2,157
T111-A	Gates	2,360	15,392	7,540	41,719	5,258	29,264	289	5,420	9,619
T112	Gates	971	16,572	8,715	44,074	7,339	26,800	837	6,607	7,185
T113	Munster	1,720	6,052	8,037	14,697	10,637	25,074	119	6,080	2,554

In addition, the Project has been designed in accordance with the Energy Conversion and Transmission Facility Siting Act (NDCC Chapter 49-22) and the North Dakota Public Service Commission’s (NDPSC) Siting Regulations (NDAC Article 69-06), which establish comprehensive and, in certain respects, more stringent siting standards. Flickertail Wind has incorporated the applicable exclusion and avoidance areas, as well as selection and policy criteria identified under NDCC Chapter 49-22 and NDAC Section 69-06-08-01, into the Project design. Where setback requirements differ, the Project will adhere to the more stringent requirement.

The Project’s final turbine layout and associated facility locations within the Permit Area will be sited so as to comply with all applicable requirements of the ECZO, NDPSC requirements, and development standards and commitments required under the Development Agreement (Table 5-0 SETBACKS AND DEVELOPMENT STANDARDS TABLE). In accordance with Section 10.1.3.4 of the ECZO, following completion of Project construction, Flickertail Wind will submit a final USGS topographical map, or survey if available, containing all information pursuant to Section 10.1.3.1.2 of the ECZO.

3.3 Schedule and Timeline

Flickertail Wind will obtain all permits and approvals required for the Project. Construction is anticipated to commence in 2027 and will take approximately 12 to 18 months to complete over the 2027-2028 period, allowing for winter stoppages. The preliminary construction schedule is included below and is subject to change.

Flickertail Wind personnel will manage primary construction contractors regarding roads, turbine assembly, electrical, and communications. Construction will begin with workforce mobilization and the initial site preparation work including grading and vegetation removal. Table 3-3 shows the preliminary construction schedule to achieve a commercial operation date (COD) in Q4 of 2028.

TABLE 3-3: CONSTRUCTION SCHEDULE

TABLE 3-3 CONSTRUCTION SCHEDULE		
Task Name	Start	Finish
2027 Construction	Q2 2027	Dec 2027
Winter Stoppage	Dec 2027	Q2 2027
2028 Construction	Q2 2028	Q4 2028
COD	Nov 2028	Nov 2028

3.4 Leases, Easements, and Agreements

Flickertail Wind has secured all real estate rights necessary to construct and operate the Project. A list of participating landowners and copies of recorded memoranda of real estate agreements are included in Appendix B.

4.0 Compliance with Section 10.1.4: General Requirements for WEFs

WEF-specific requirements are contained in Section 10.1.4 of the ECZO. This section addresses the Project's compliance with each requirement.

4.1 Proposed Turbine Model

The Project will include up to 69 wind turbine generators. For purposes of this Application, a Nordex 5.9 MW class turbine is discussed. Final turbine selection will be determined prior to construction; however, all turbines will be sited to comply with all applicable setbacks and other siting requirements.

The Nordex 5.9 MW model is a three-bladed, upwind, horizontal-axis wind turbine generator. The turbine employs active yaw control to orient the machine with respect to wind direction and active blade pitch control to regulate rotor speed and optimize performance across a range of wind conditions.

The wind turbine generator utilizes a variable-speed generator and power electronic converter system to enable efficient energy production. The turbine features a geared drivetrain design consisting of a main shaft, gearbox, and generator. In contrast to direct-drive turbine designs, which eliminate the gearbox and couple the rotor directly to the generator, the geared configuration allows for a more compact generator and established drivetrain architecture.

The rotor consists of three blades connected to a central hub, and the turbine is mounted on a tubular steel tower. Key design features and characteristics of the Nordex 5.9 MW class turbine are summarized in Table 4.1.

TABLE 4-1: PROPOSED TURBINE MODEL SPECS

TABLE 4-1 WIND TURBINE CHARACTERISTICS	
Description	Specification
Wind Turbine Model	Nordex 5.9MW
Nameplate capacity	5.9 megawatts (MW)
Hub Height	110.5 meters (363 feet)
Rotor Diameter	163 meters (535 feet)
Tip Height	192 meters (631 feet)
Wind Cut-in Speed	3 m/s
Wind Cut-Out Speed	26 m/s
Rotor Swept Area	20,867 m ²
Rotor Speed	10.5 rpm

Sound Performance	Offers a range of sound power modes to meet various site-specific noise requirements
-------------------	--

Flickertail Wind will finalize turbine model selection prior to beginning Project construction.

4.2 Color

In accordance with Section 10.1.4.1 of the ECZO, the Project’s wind turbines will be painted a non-reflective, non-obtrusive color. The Project’s wind turbines will exhibit visual uniformity in the shape, color, and size of rotor blades, nacelles, and towers. The turbines and associated tubular steel towers will be uniform in color and painted white, grey, or other neutral non-reflective unobtrusive color designed to minimize visual impacts.

4.3 Advertising

In accordance with Section 10.1.4.2 of the ECZO, the Project’s wind turbines will not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the WEF. No advertisements will be posted to any Project facilities. Signs posted to the turbine towers will only include those necessary for technical, safety, operator, and location identification information.

4.4 Identification Number

In accordance with Section 10.1.4.3 of the ECZO, the Project’s wind turbines will have street addresses and be numbered and clearly labeled for identification for emergency response. Flickertail Wind will provide the local fire departments, law enforcement, and the County emergency management coordinator a Wind Energy Facility map identifying precise turbine locations, addresses and corresponding numbers to local emergency response coordinators prior to the commencement of operations.

4.5 Lighting

In accordance with Section 10.1.4.4 of the ECZO, the Project’s wind turbines will not be artificially lighted except to the extent required by the Federal Aviation Administration (FAA) or other applicable authority. Lighting for facilities will not exceed the minimum required for safety and security. Lighting of ancillary structures will be minimized, and downward-facing lights and/or motion-sensing lights will be installed, as practicable.

The Project will also comply with the NDPSC’s light-mitigating technology requirements, as specified in NDCC Section 49-22-16.4. Subject to FAA approval, Flickertail Wind plans to utilize Aircraft Detection Lighting System (ADLS) which adheres to the light-mitigating technology requirements specified in NDCC Section 49-22-16.4 and NDAC Chapter 69-06-11. ADLS is a sensor-based system that functions by monitoring the area near the Project for aircraft. With this radar system, turbine lighting is off until the radar detects an aircraft in proximity to the Project, at which time the lights turn on until they are no longer needed by the aircraft (e.g., the aircraft clears the area) and then the lights turn off.

Additionally, the Project’s permanent METs will comply with applicable state marking requirements.²

² NDCC Chapter 2-05: Aeronautics Commission.

4.6 Appearance

In accordance with Section 10.1.4.5 of the ECZO, the Project is designed to minimize visual impacts and to blend with the surrounding landscape to the extent reasonably possible. Buildings and associated structures will utilize non-reflective, neutral colors and materials that are consistent with the existing topography and vegetation, where available, to reduce visual prominence. As noted above, wind turbines will be painted a non-reflective, non-obtrusive color. Overall, the Project's design, materials and placement are consistent with the natural setting and existing environment. Additionally, the Project is compatible with the existing agricultural land uses and the existing natural setting and environment.

4.7 Minimal Impacts

In accordance with Section 10.1.4.6 of the ECZO, the Project layout, including the location and construction of access roads and other Project infrastructure, has been designed to minimize disruption to farmland, the landscape, and agricultural operations within the County, to the extent reasonably possible. Access roads and associated infrastructure are sited, where feasible, along existing field edges, property boundaries and established access points, and have been informed by landowner input to reduce interference with farming activities.

The Project is compatible with the existing agricultural land uses within and in areas surrounding the Project. Wind development is particularly compatible with agricultural land because the existing uses, including grazing and cultivation, can continue around the Project during the life of the Project, consistent with the purposes of the Agricultural District. Further, the Project will comply with all applicable setback and design requirements, meet growing domestic energy demands, provide a new source of energy, and provide positive economic benefits in the form of jobs, tax payments, and direct payments to participating landowners.

Construction Best Management Practices (BMPs), including soil erosion and sediment control plans, will be implemented to protect soil productivity, drainage patterns, and surrounding land uses.

Temporary disturbance areas, including construction access routes and workspaces, will be restored following construction to pre-construction conditions, to the extent practicable. Through these measures, long-term impacts to ag operations and the surrounding landscape will be minimized.

4.8 Fences

In accordance with Section 10.1.4.7 of the ECZO, Flickertail Wind will promptly repair or replace any fences or gates damaged or removed during all phases of the Project's life resulting from construction or operation, unless otherwise negotiated with the affected landowner. Furthermore, where temporary or permanent gates are installed in existing electric fences, Flickertail Wind will ensure electrical continuity is maintained across the gate opening (e.g. using buried insulated cable) and that property owner rules are followed for gate operation.

4.9 Road Maintenance

Prior to construction, Flickertail Wind will execute a Road Use Agreement with the County and each affected township which will address use of County and township roads for construction activities associated with the Project. In accordance with Section 10.1.4.8 of the ECZO, Flickertail Wind will ensure that, following completion of construction, all affected County roads will be repaired or

restored to a condition at least equal to their pre-construction condition, in accordance with the terms of a Road Use Agreements. The Road Use Agreements will document pre-construction road conditions and establish requirements for maintenance, repair, and restoration.

Flickertail Wind's road use is expected to have a minimal effect on existing road infrastructure and will comply with all applicable federal, state, and local requirements. Prior to construction, Flickertail Wind will coordinate with the applicable local and state road authorities to obtain all relevant permits for access and utility installation. Flickertail will also execute comprehensive Road Use Agreement(s) that will be used to identify suitable travel routes, traffic control measures, methods for evaluating, monitoring, and restoring roads, and mitigation measures to ensure the County and township roads used for oversize/overweight loads are properly identified, monitored, and stabilized.

Applicable best management practices (BMPs) will be used during construction and operation of the Project to minimize dust emissions. Additional BMPs will be implemented as part of the Stormwater Pollution Prevention Plan (SWPPP) which will also address emissions (e.g., reducing vehicle and equipment speed, maintaining equipment and exhaust/mufflers, etc.). Additional practices may include watering or treating haul and access roads and other exposed dust producing areas, containment of excavated material, protection of exposed soil, soil stabilization, and treatment stockpiles to control fugitive dust. Flickertail Wind will obtain a National Pollutant Discharge Elimination System (NPDES) Permit and prepare the required SWPPP, which will be developed prior to construction and implemented during construction, that will include BMPs to minimize potential for fugitive dust.

After construction is complete, traffic impacts during the operations phase of the Project will be minimal, as ongoing maintenance activities tend to be sporadic and spread out within the Project.

4.10 Collector Lines

In accordance with Section 10.1.4.9 of the ECZO, Flickertail Wind will place electrical collection lines and communication cables underground when located on private property. Flickertail Wind will also place collection lines and communication cables within or adjacent to the land necessary for wind turbine access roads, unless otherwise negotiated with the affected landowner.

4.11 Feeder Line

The Project feeder line will run north-south from the Project Substation in the southwest portion of the Permit Area in Munster Township to the proposed switchyard location in Rosefield Township as shown on map in Appendix A: Maps 1, 5 and 7.

In accordance with Section 10.1.4.10 of the ECZO, the Project's feeder line will be located within public right-of-way, where available, or on private property, as appropriate. When feeder lines are located on private property, they will be installed in accordance with the terms and conditions of easements negotiated with affected landowners.

5.0 Compliance with Setbacks

The Project is designed to comply with all applicable setback requirements, including NDPSC setbacks, ECZO setback and separation requirements, and development standards under the Development Agreement. Setbacks are measured from the center of the turbine monopole to the nearest edge of the applicable feature.

TABLE 5-0: SETBACK TABLE

TABLE 5-0 SETBACKS AND DEVELOPMENT STANDARDS TABLE			
Setback	Development Agreement	ECZO	NDPSC
<i>Agricultural District</i>			
Non-Farm Structure Setback From Any Public Road Right-of-Way	N/A	100 feet	N/A
Non-Farm Structure Setback From Lot Line	N/A	50 feet	N/A
<i>Turbine Setbacks</i>			
Property Line of Non-Participating Landowner	N/A	1.1 x tip height of turbine	N/A
Existing Inhabited Rural Residence of a Non-Participating Landowner	5,280 feet (1 mile)	3 x tip height of turbine	3 x tip height of turbine
Nearest Edge of Interstate and/or State Road Right-of-Way	N/A	N/A	1.1 x tip height of turbine
Nearest Edge of Railroad Right-of-Way	N/A	N/A	1.1 x tip height of turbine
County or Maintained Township Roadway Centerline	N/A	N/A	1.1 x tip height of turbine plus 75 feet
Nearest Edge of 115kV (or higher) Transmission Line Right-of-Way	N/A	N/A	1.1 x tip height of turbine
Property Line of Non-Participating Landowner	N/A	N/A	1.1 x tip height of turbine
<i>Transmission Line Setback</i>			
Inhabited Residence, School, or Place of Business	N/A	N/A	500 feet, unless waived in writing by owner of the inhabited residence
<i>Development Standards</i>			
Sound	N/A	N/A	Sound levels within 100 feet on an inhabited residence or community building shall not exceed 45 dBA, unless waived in writing
Shadow Flicker	N/A	N/A	30 hours per year or less at existing inhabited residences, unless waived in writing

The Project will also comply with the NDPSC’s exclusion and avoidance area requirements.

6.0 Restoration of Property

Pursuant to Section 10.1.6 of the ECZO, within 180 days of termination or abandonment of leases or easements for the Project, Flickertail Wind will remove all structures to a depth of four feet below pre-construction grade unless otherwise negotiated.

In addition, at the end of the Project’s useful life, Flickertail Wind must comply with the North Dakota Wind Facility Decommissioning Guidelines (NDAC Chapter 69-09-09). Pursuant to NDAC Chapter 69-09-09, Flickertail Wind will submit a decommissioning plan to the NDPSC for approval prior to Project operation. Unless waived by the NDPSC, decommissioning activities will include the following:

- Crane down method used for rotor and blades;
- Dismantling and removal of all towers, turbine generators, transformers, fencing, overhead cables, inverters, substations, and other equipment;
- Removal of underground cables to a depth of 24 inches (cables buried deeper than 24 inches may remain in place);
- Removal of foundations, structures, and ancillary equipment to a depth of four (4) feet;
- Site restoration and reclamation to the approximate original topography that existed prior to construction of the facility with topsoil respread over the disturbed areas at a depth similar to that in existence prior to the disturbance; and
- Grading and restoring topsoil of areas disturbed by the facility and reseeding according to NRCS recommendations, unless the NDPSC approves an owner request signed by the applicable landowner identifying the surface features the landowner would like to keep in place and the reason the landowner prefers to keep those features.

During decommissioning, the landowners will be consulted to identify the extent and type of work to be completed. Some infrastructure, such as the access roads, may be left in place at the landowners’ requests.

In accordance with the Development Agreement, unless otherwise required by North Dakota law or the NDPSC, Flickertail Wind will shall use crane-down methods to remove rotors and blades during decommissioning of any Project wind turbines within the County and will not use controlled demolition or toppling methods for removal of rotors or blades.

7.0 Transfer of Wind Energy Facility Siting Permit

In the event of a change in ownership or controlling interest in the Project and the transfer of the WEF Siting Permit, Flickertail Wind will comply with the requirements of Section 10.1.7 of the ECZO.

8.0 Final Compliance and Acknowledgement

As a result of final micro-siting, adjustments to the Project design may be necessary. The Project’s final layout will comply with the NDPSC’s siting criteria, the County’s setback and design requirements, and the Development Agreement commitments.

In accordance with Section 10.1.3.4 of the ECZO, within 90 days of completion of construction of the Project, Flickertail Wind will submit a final USGS topographical map, or survey if available, with all required information demonstrating compliance with all applicable requirements and conditions of the permit.

9.0 Compliance with Sections 8.2.6.1 through 8.2.6.6: Conditional Use Permit Criteria

Pursuant to Section 10.1.2.4 of the ECZO, the conditional use permit criteria in Sections 8.2.6.1 – 8.2.6.6 apply to WEFs. As discussed in the following subsections, the Project satisfies the general CUP criteria in Section 8.2.6.1 – 8.2.6.6 of the ECZO.

9.1 The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the community.

The Project will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the community. Wind energy is a clean, economical, and sustainable form of energy that creates positive impacts on the economic base of the areas in which it is developed and is compatible with agricultural land uses. As discussed throughout this Application, the Project will comply with all applicable federal, state, and local requirements. For instance, as discussed above, both the NDPSC and the County have adopted setback requirements that protect the public's health, safety, comfort, and general welfare, and Flickertail Wind has committed to even more stringent setbacks. As a result, Flickertail Wind has sited the Project so as to meet or exceed the NDPSC and the County setback requirements. Additionally, the Project will also meet the NDPSC's sound level requirement, as applicable. As noted above, Flickertail Wind will coordinate with the County regarding road use to address any potential concerns.

Further, the Project's wind turbines will have street addresses and be numbered and clearly labeled for identification for emergency response, and Flickertail Wind will provide a map identifying turbine locations and numbers to local emergency response coordinators.

9.2 The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.

As discussed in this Application, the uses, values and enjoyment of other property in the neighborhood for purposes already permitted will not be substantially impaired or diminished by the establishment, maintenance or operation of the Project.

The Project is compatible with the existing agricultural land uses, as the existing uses can continue around the WEF. The ECZO specifically provides that a WEF is an authorized use in the Agricultural District, and Flickertail Wind has designed the Project to minimize agricultural impacts. Further, as detailed throughout this Application, the proposed Project will comply with all applicable state and County requirements for a WEF, which will minimize potential impacts on adjacent properties and other property in the Agricultural District. Compensation is made to landowners for any temporary

impacts on crop farming. Agricultural activities, including both grazing and cultivation, will be able to continue as usual in the Permit Area during and after the life of the Project.

Additionally, the Project will have positive economic impacts for the local community and region driven by direct payment revenues to real estate and business owners, local governments, and non-governmental organizations, and through direct and induced employment associated with the Project.

9.3 The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The Project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. As discussed above, the Project is compatible with the existing agricultural land uses in areas surrounding the Project, as the existing uses can continue around the WEF. Additionally, the ECZO specifically provides for WEFs as an authorized use in the Agricultural District.

9.4 Adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.

Adequate utilities, access roads, drainage and other necessary site improvements already exist or can be constructed within the Permit Area.

The Project has or will have adequate access roads. During construction, road improvements and repairs will be conducted in accordance with a road use agreement between Flickertail Wind and the County. During operations, Project-related traffic will be primarily on privately-built and maintained roads within the Permit Area. The Project is not expected to impact drainage. In addition, the Project will comply with Environmental Protection Agency and other applicable agency regulations regarding storm water runoff, including obtaining coverage under the NDPDES General Stormwater Permit, which requires preparation of a SWPPP.

Finally, any additional improvements required for the Project can be constructed within the Permit Area as discussed above.

9.5 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

As discussed above, Flickertail Wind has or will establish adequate access points and roads for the Project that will minimize traffic congestion in the public streets.

The Project will not have permanent impacts on traffic near the Permit Area. Although there will be increased traffic during Project construction, the increase will be temporary, and traffic levels are expected to return to pre-Project levels after construction is completed. Any traffic related to Project operation and maintenance is expected to be minimal. In addition, Project related traffic during operations will be primarily on privately-built and maintained roads within the Permit Area. Flickertail Wind will coordinate with the County on anticipated road use and the need for improvements and/or driveway/access changes prior to construction.

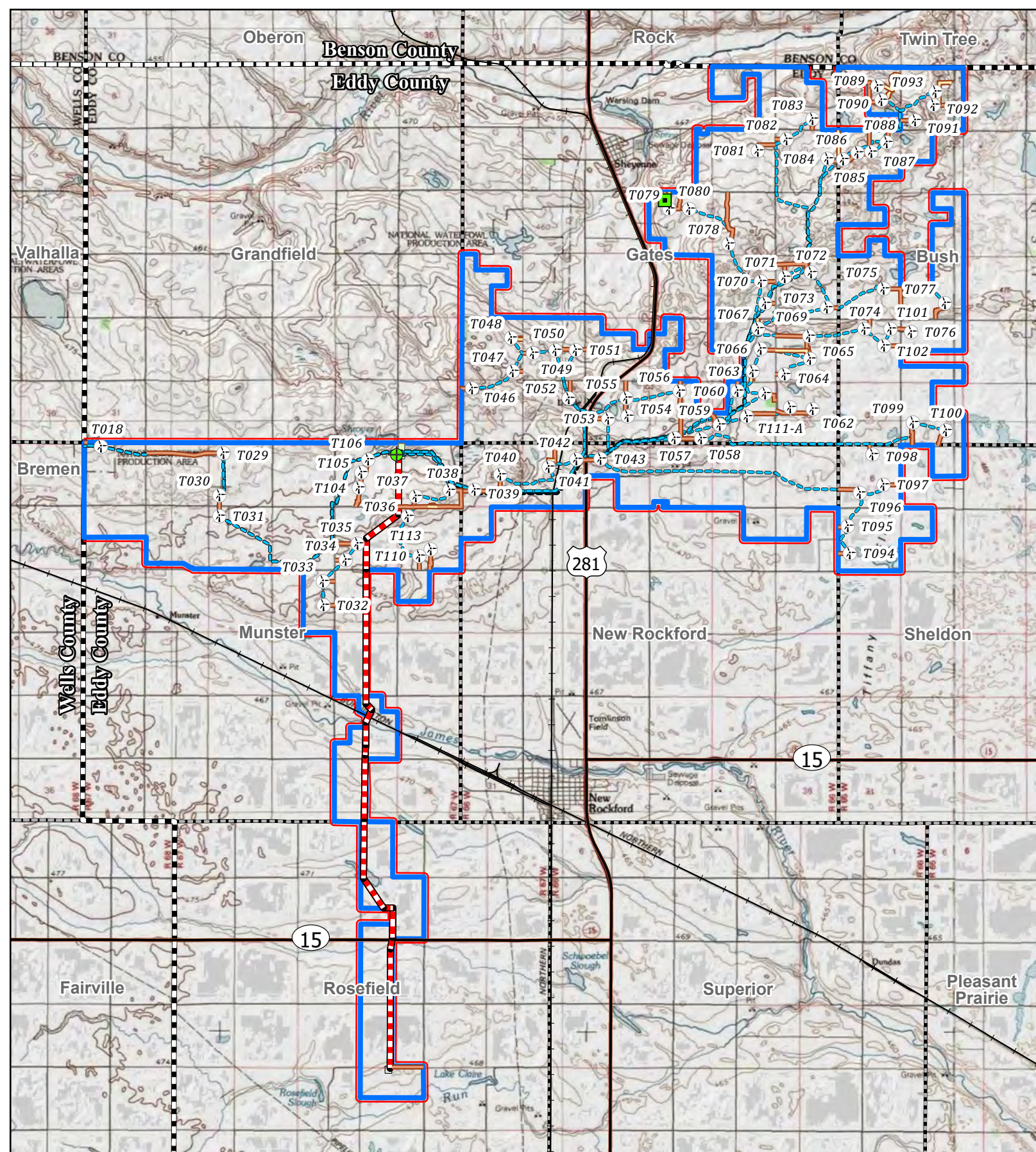
9.6 The conditional use will substantially conform to all applicable regulations of the district in which it is located.

As discussed above, a WEF is an authorized use in the Agricultural District. The Project will comply with all applicable regulations of the Agricultural District.

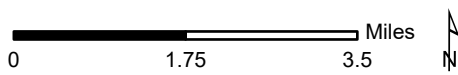
10.0 Conclusion

As discussed above, the Project will comply with the applicable requirements set forth in the ECZO and Development Agreement. Flickertail Wind, LLC, respectfully requests that the Eddy County Commission issue a WEF Siting Permit authorizing the use of the Permit Area for the Flickertail Wind Project.

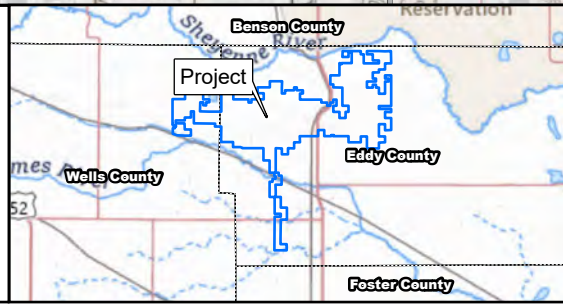
Appendix A Map 1 - Project Location and Design



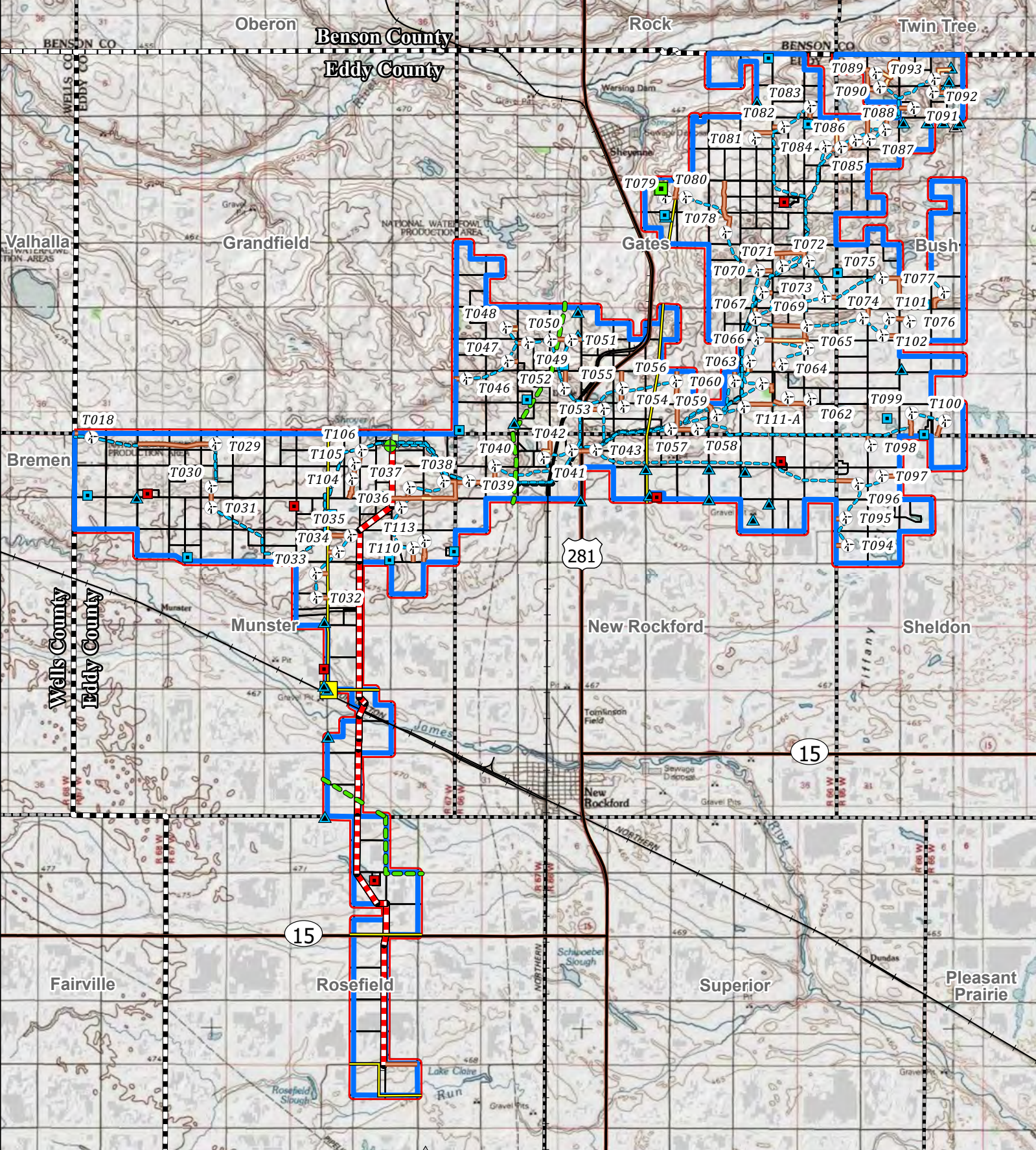
Project Location & Design
Eddy County, North Dakota



- Project Area 500-ft Buffer
- Project Area
- County Boundary
- Township Boundary
- Collection Line - EC
- Feeder Line
- Alternate Access Road
- Access Road
- Major Road
- Railroad
- Turbine
- MET Tower
- ADLS
- Substation
- POI/Switchyard



Appendix A Map 2 – Existing Infrastructure



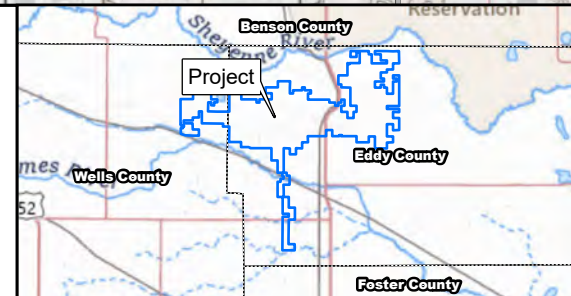
FLICKERTAIL WIND, LLC

Project Design & Existing Infrastructure
Eddy County, North Dakota

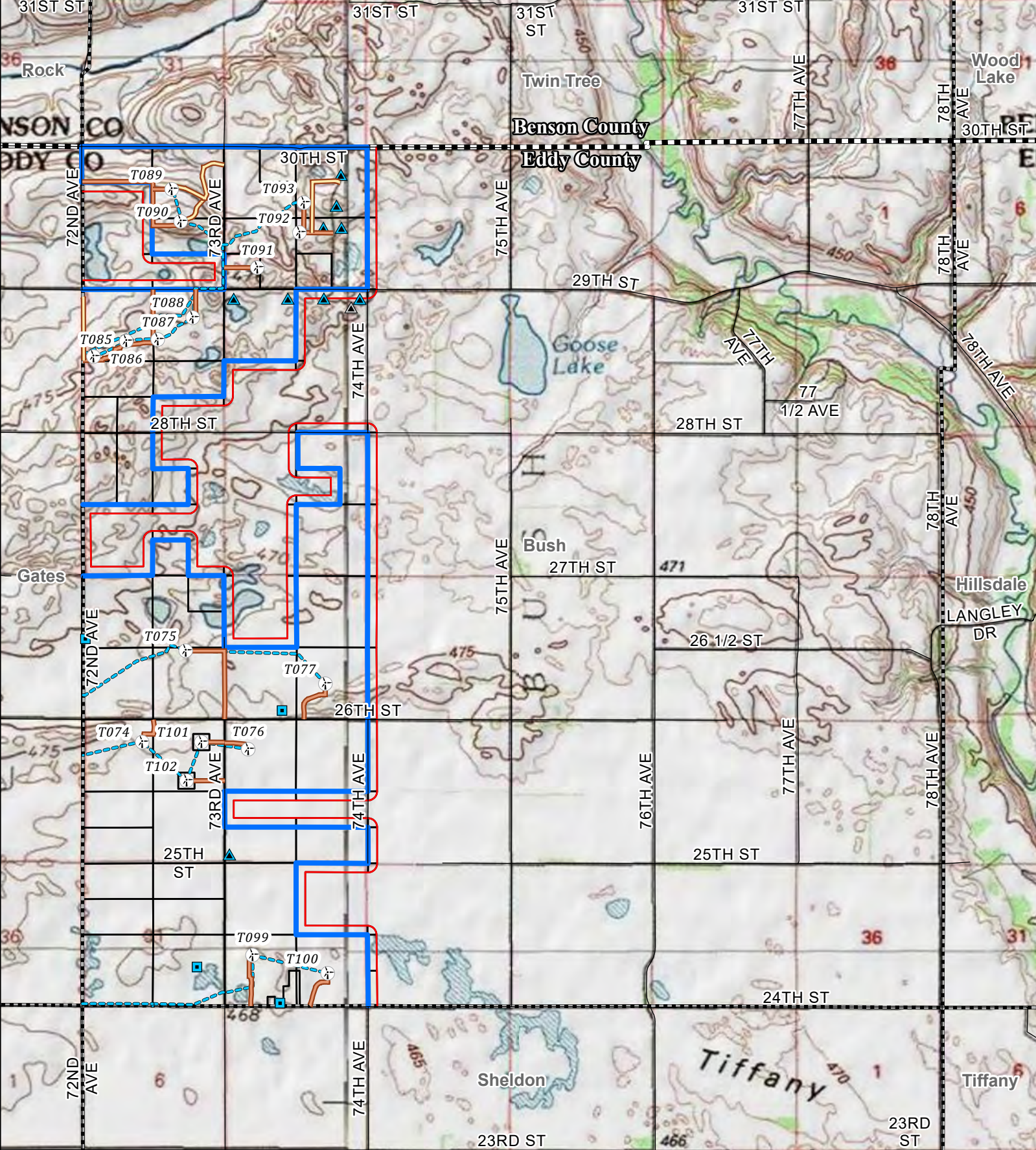

0 1.75 3.5 Miles

North arrow pointing up.

- Project Area 500-ft Buffer
- Project Area
- County Boundary
- Township Boundary
- Collection Line - EC
- Feeder Line
- Non-Participating Primary Residence
- Participating Primary Residence
- Parcel Boundary
- Alternate Access Road
- Access Road
- Major Road
- Railroad
- Turbine
- MET Tower
- ADLS
- Water Well
- Gas Well
- Existing Substation
- Existing Transmission Line
- Gas Pipeline
- Substation
- POI/Switchyard




Appendix A Map 3 – Bush Township Project Design and Existing Infrastructure















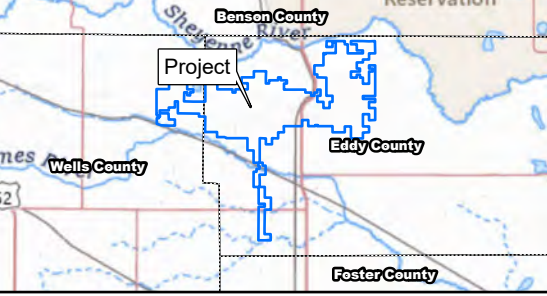
FLICKERTAIL WIND, LLC

Project Design & Existing Infrastructure
 Bush Township, Eddy County, North Dakota

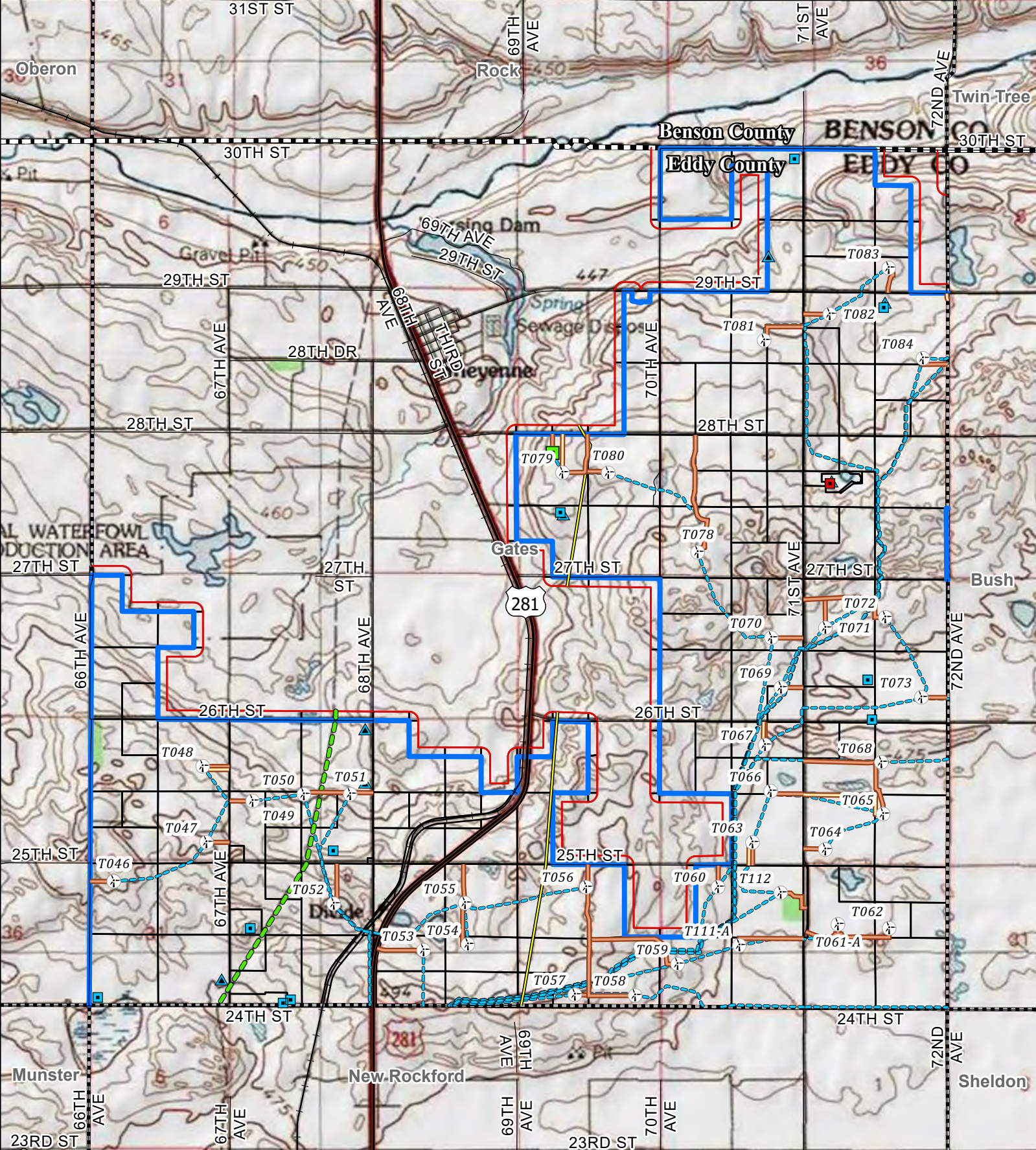
0 0.75 1.5 Miles



- Project Area 500-ft Buffer
- Project Area
-  County Boundary
-  Township Boundary
-  Collection Line - EC
-  Participating Primary Residence
-  Parcel Boundary
-  Alternate Access Road
-  Access Road
-  Turbine
-  Water Well
-  Gas Well
-  County/Township Road



Appendix A Map 4 - Gates Township Project Design and Existing Infrastructure

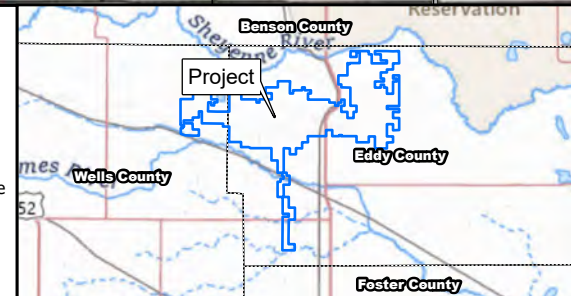


FLICKERTAIL WIND, LLC

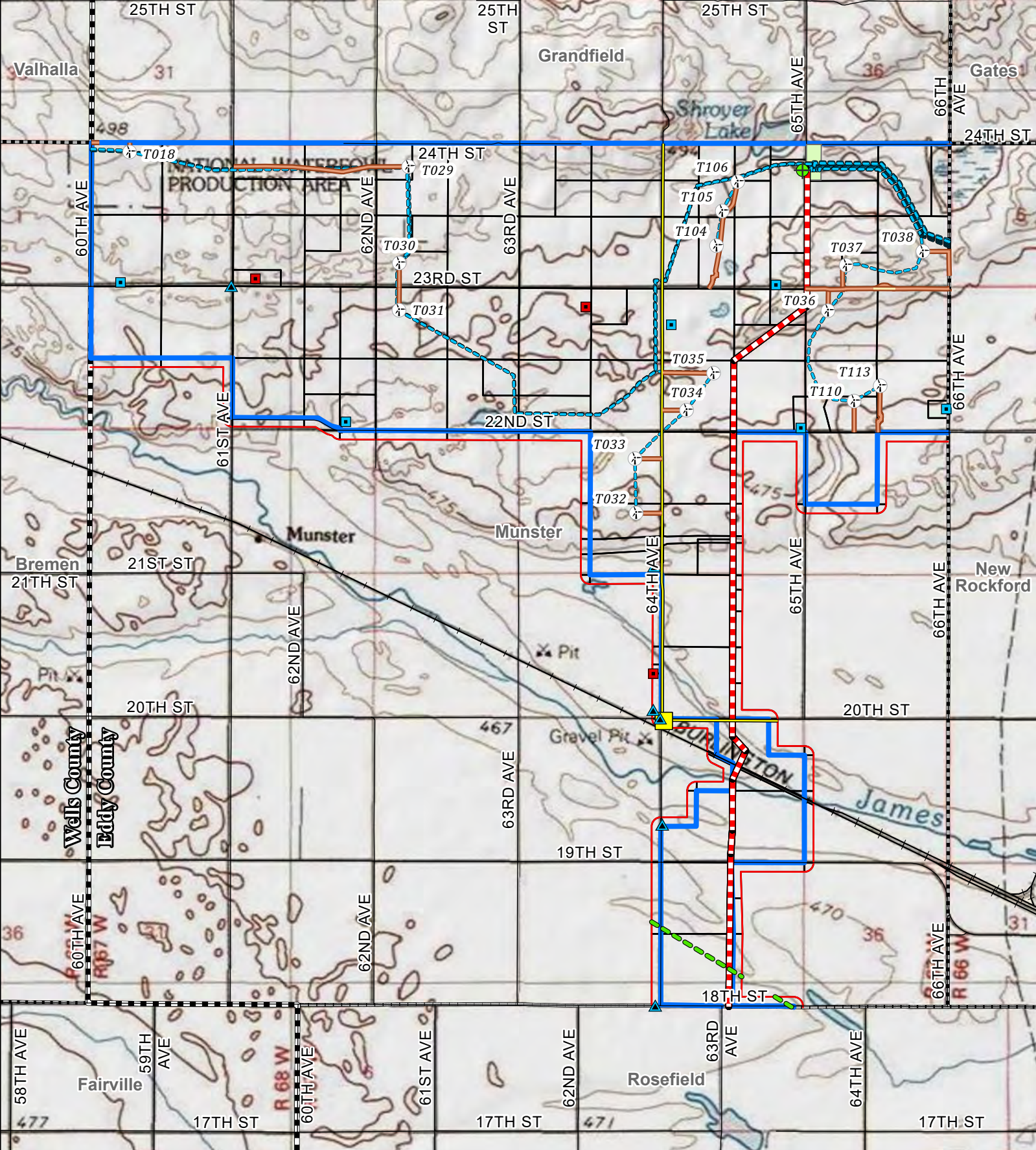
Project Design & Existing Infrastructure
Gates Township, Eddy County, North Dakota

0 0.75 1.5 Miles

- Project Area 500-ft Buffer
- Project Area
- County Boundary
- Township Boundary
- Collection Line - EC
- Non-Participating Primary Residence
- Participating Primary Residence
- Parcel Boundary
- Access Road
- Major Road
- Railroad
- Turbine
- MET Tower
- Water Well
- Existing Transmission Line
- Gas Pipeline
- County/Township Road
- Alternate Access Road



Appendix A Map 5 – Munster Township Project Design and Existing Infrastructure

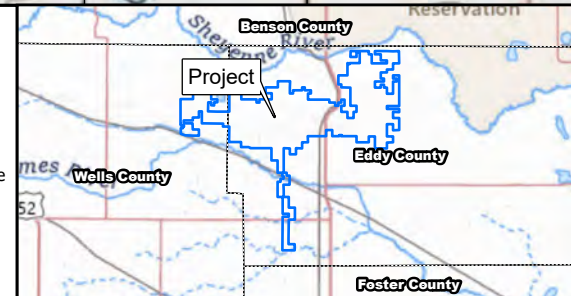


FLICKERTAIL WIND, LLC

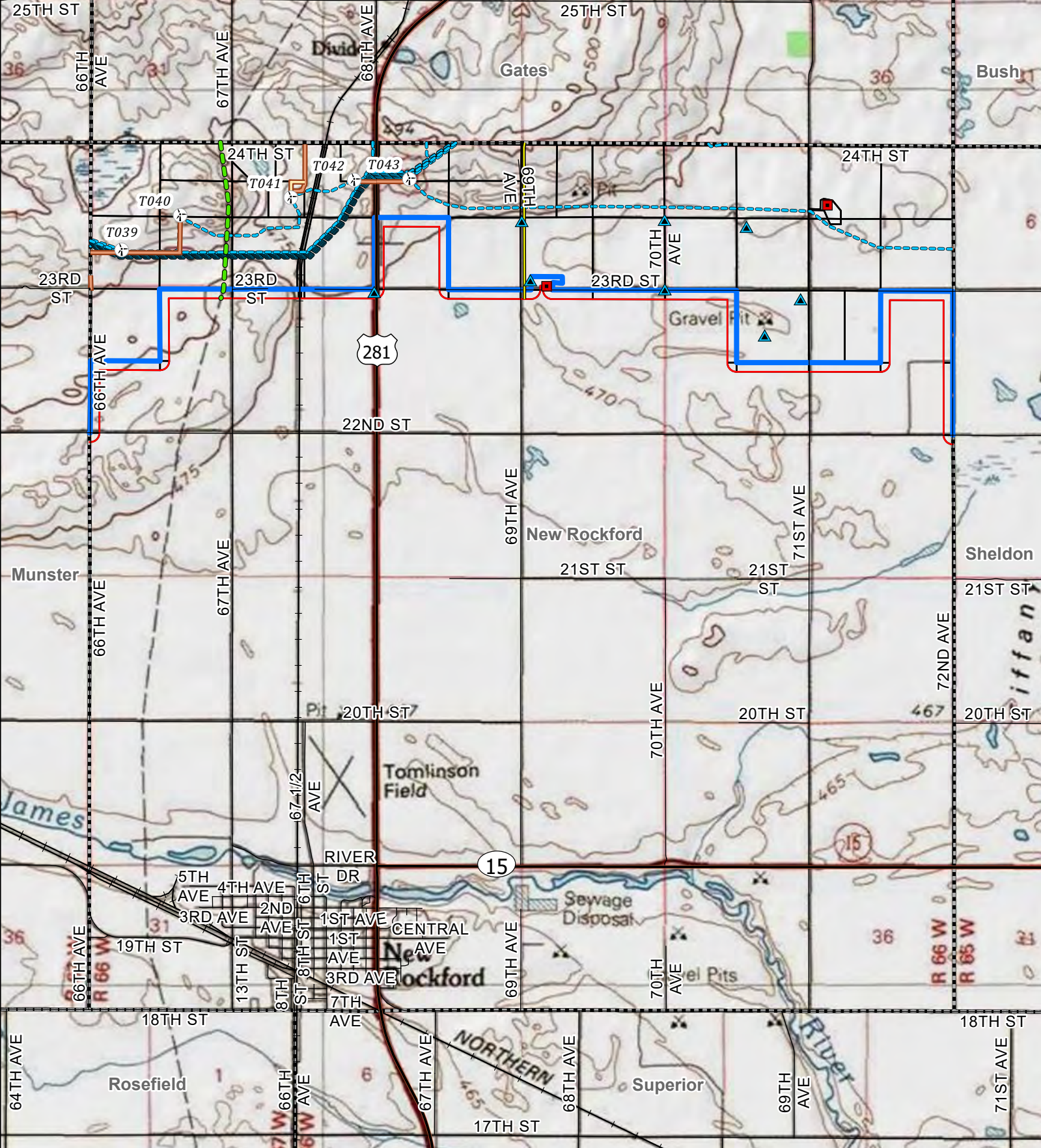
Project Design & Existing Infrastructure
Munster Township, Eddy County, North Dakota

0 0.75 1.5 Miles

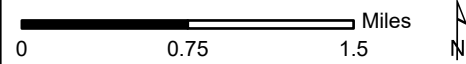
- Project Area 500-ft Buffer
- Project Area
- County Boundary
- Township Boundary
- Collection Line - EC
- Feeder Line
- Non-Participating Primary Residence
- Participating Primary Residence
- Parcel Boundary
- Alternate Access Road
- Access Road
- Railroad
- Turbine
- ADLS
- Water Well
- Existing Substation
- Existing Transmission Line
- Gas Pipeline
- Substation
- County/Township Road



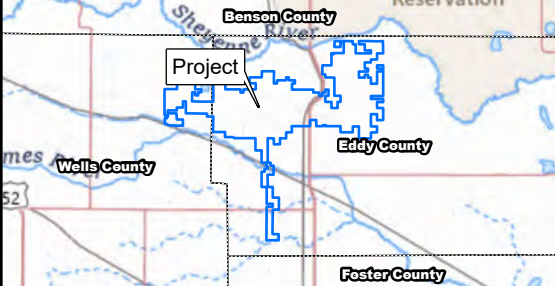
Appendix A Map 6 – New Rockford Township Design and Existing Infrastructure



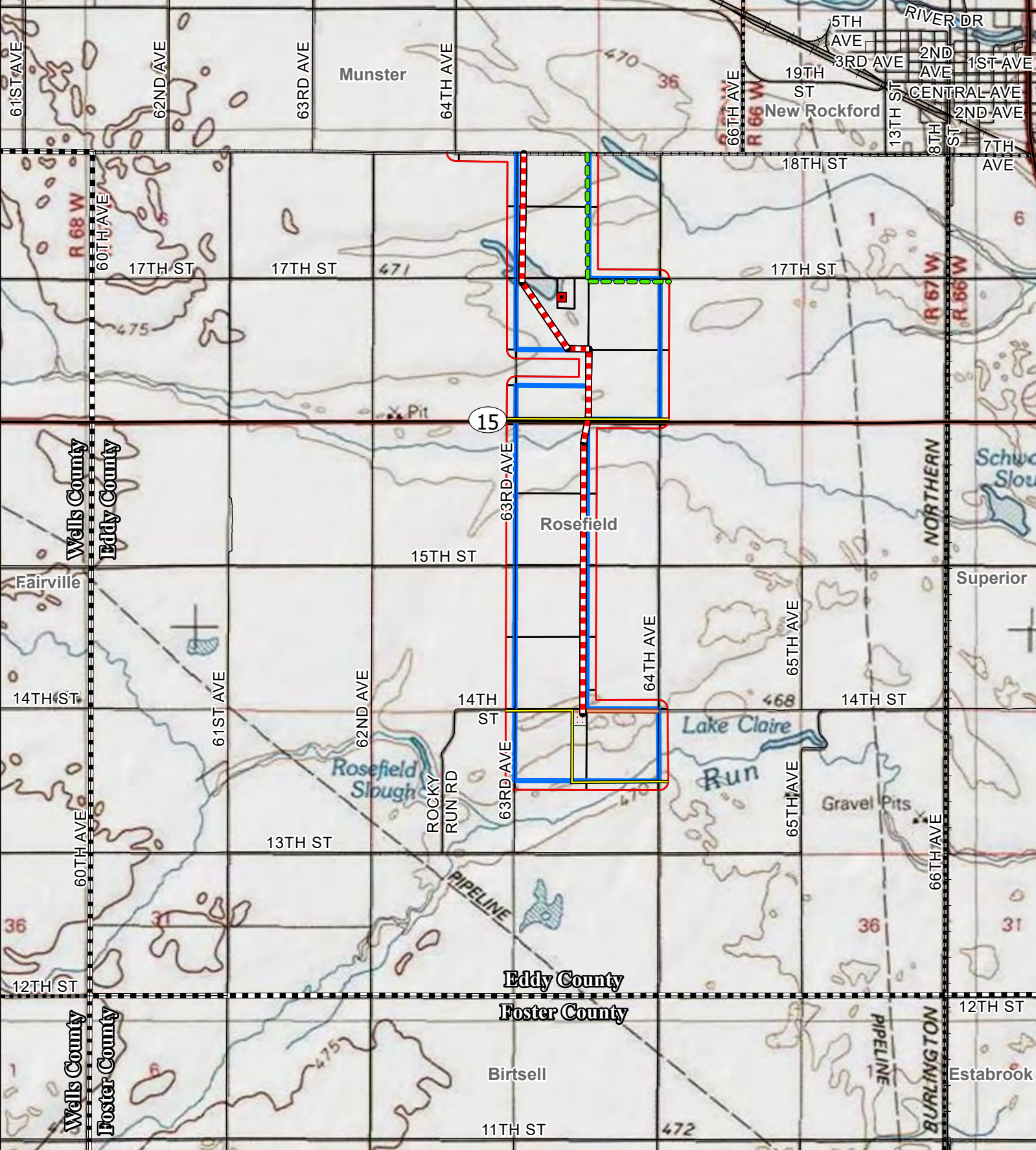

Project Design & Existing Infrastructure
New Rockford Township, Eddy County,
North Dakota



- Project Area 500-ft Buffer
- Project Area
- County Boundary
- Township Boundary
- Collection Line - EC
- Non-Participating Primary Residence
- Parcel Boundary
- Alternate Access Road
- Access Road
- Major Road
- Railroad
- Turbine
- Water Well
- Existing Transmission Line
- Gas Pipeline
- County/Township Road

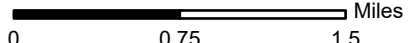



Appendix A Map 7 – Rosefield Township Project Design and Existing Infrastructure

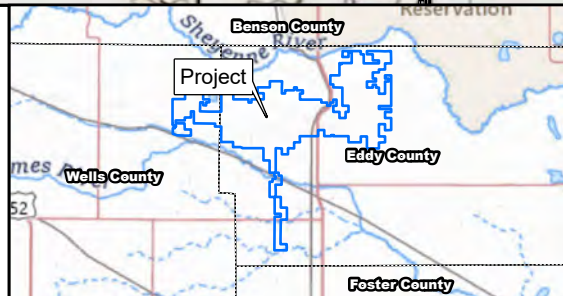



FLICKERTAIL WIND, LLC

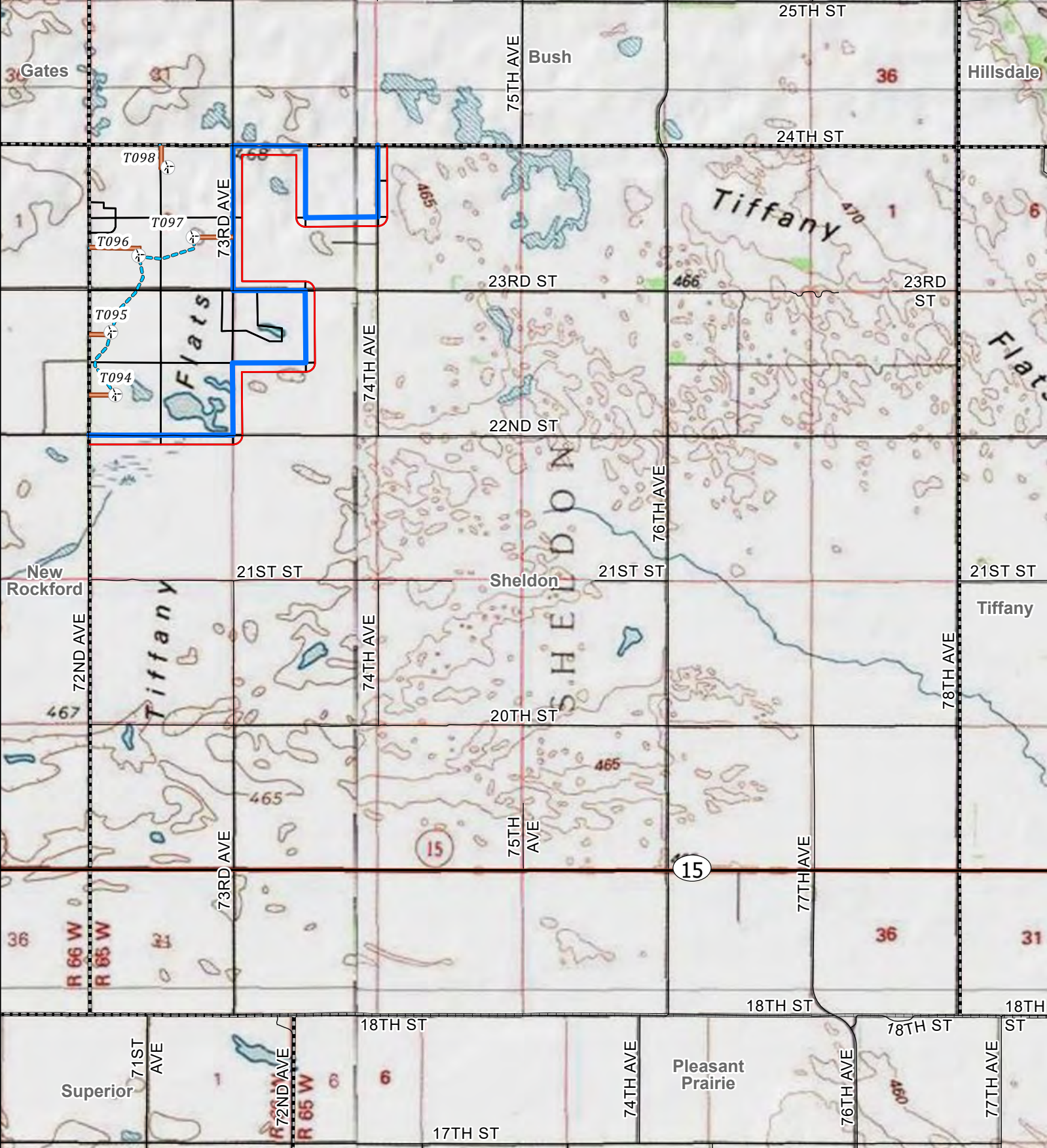
Project Design & Existing Infrastructure
 Rosefield Township, Eddy County, North Dakota

- Project Area 500-ft Buffer
- Project Area
- County Boundary
- Township Boundary
- Feeder Line
- Non-Participating Primary Residence
- Parcel Boundary
- Access Road
- Major Road
- Railroad
- Existing Transmission Line
- Gas Pipeline
- POI/Switchyard
- County/Township Road



Appendix A Map 8 – Rosefield Township Project Design and Existing Infrastructure

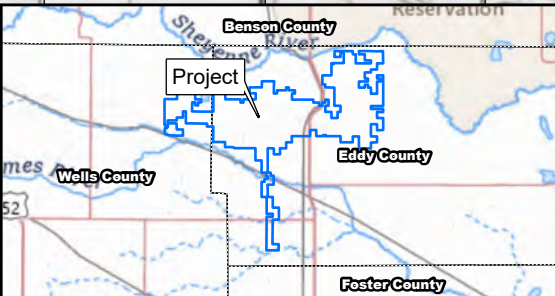


FLICKERTAIL WIND, LLC

Project Design & Existing Infrastructure
 Sheldon Township, Eddy County, North Dakota

0 0.75 1.5 Miles

- Project Area 500-ft Buffer
- Project Area
- County Boundary
- Township Boundary
- Collection Line - EC
- Parcel Boundary
- Access Road
- Major Road
- Turbine
- County/Township Road



Appendix B – Participating Landowner List and Memorandum of Real Estate Agreements

PARTICIPATING LANDOWNER	PID	TOWNSHIP
Allmaras, Brett; Allmaras, John (Kenmar)	06000001040000	Rosefield
Allmaras, Brett; Allmaras, John (Kenmar)	06000001041000	Rosefield
Allmaras, Brett; Allmaras, John (Kenmar)	06000001044000	Rosefield
Allmaras, Kevin	12000002461000	Munster
Allmaras, Tim & Judy	06000001004000	Rosefield
Allmaras, Tim & Judy	06000001005000	Rosefield
Allmaras, Tim & Judy	12000002526000	Munster
Allmaras, Tim & Judy	12000002527000	Munster
Allmaras, Todd	06000001035000	Rosefield
Anderson, Gary; Norman, Emily; Rust, Margaret	17000003866000	Gates
Anderson, Michael	16000003567000	Bush
Benson, Gordon & Colleen	17000003893000	Gates
Benson, Gordon & Colleen	17000003894000	Gates
Benson, Gordon & Colleen	17000003898000	Gates
Benson, Gordon & Colleen	17000003899000	Gates
Benson, Gordon & Colleen	17000003900000	Gates
Benson, Gordon & Colleen	17000003902000	Gates
Benson, Gordon & Colleen	17000003956000	Gates
Benson, Roger & Collen	17000003975000	Gates
Birkeland, Daniel & Karen	16000003559000	Bush
Birkeland, Daniel & Karen	16000003560000	Bush
Birkeland, Daniel & Karen	16000003564000	Bush
Birkeland, Daniel & Karen	16000003634100	Bush
Birkeland, Daniel & Karen	16000003638000	Bush
Bollingberg, Kurt & Cheryl; Trust Agreement of Mary G. Wiltse; The 2002 Reitan Family Revocable Trust; Irvin, Mari	12000002321000	Munster
Bollingberg, Kurt & Cheryl; Trust Agreement of Mary G. Wiltse; The 2002 Reitan Family Revocable Trust; Irvin, Mari	12000002358000	Munster
Bollingberg, Kurt & Cheryl; Trust Agreement of Mary G. Wiltse; The 2002 Reitan Family Revocable Trust; Irvin, Mari	12000002361000	Munster
Brash, Rachael; Brash, Anna; Brash, Elsa	12000002326000	Munster
Brash, Rachael; Brash, Anna; Brash, Elsa	12000002335000	Munster
Brash, Rachael; Brash, Anna; Brash, Elsa	12000002359000	Munster
Brash, Rachael; Brash, Anna; Brash, Elsa	12000002360000	Munster
Brash, Rachael; Brash, Anna; Brash, Elsa	12000002362000	Munster
Brash, Rachael; Brash, Anna; Brash, Elsa	12000002367000	Munster
Bush, Anthony & Julia	12000002312000	Munster
Bush, Anthony & Julia	12000002363000	Munster
Bush, Anthony & Julia	12000002372000	Munster
Carlson, C. Mauritz	17000003761000	Gates
Carlson, C. Mauritz	17000003762100	Gates

Carlson, C. Mauritz	17000003764000	Gates
Carlson, C. Mauritz	17000003767000	Gates
Carlson, C. Mauritz	17000003769100	Gates
Carlson, C. Mauritz	17000003772100	Gates
Carlson, C. Mauritz	17000003775000	Gates
Carol M. Rosenau Family Trust	11000001978000	New Rockford
Cleveland, James & Gayle	10000001789000	Sheldon
Cleveland, James & Gayle	10000001790000	Sheldon
Cleveland, James & Gayle	10000001791000	Sheldon
Darlene A. Daugherty Family Land Trust	17000004011000	Gates
Darlene A. Daugherty Family Land Trust	17000004012000	Gates
Daugherty, Carl	17000003993000	Gates
Daugherty, Carl	17000003998000	Gates
EP Sons LLP	11000001973000	New Rockford
EP Sons LLP	11000001975000	New Rockford
EP Sons LLP	11000001979000	New Rockford
EP Sons LLP	11000001980000	New Rockford
EP Sons LLP	11000001984000	New Rockford
EP Sons LLP	17000003930000	Gates
EP Sons LLP	17000003931000	Gates
EP Sons LLP	17000004017000	Gates
EP Sons LLP	17000004022000	Gates
EP Sons LLP	17000004023000	Gates
Gehertz, David & Patricia	16000003699000	Bush
Geisinger, Gary; Downing, Rosebud	12000002351000	Munster
Geisinger, Gary; Downing, Rosebud	12000002352100	Munster
GMQ Holdings LLC	16000003699100	Bush
GMQ Holdings LLC	16000003699200	Bush
Guler, Randy & Serena	06000001043000	Rosefield
Guler, Randy & Serena	06000001062000	Rosefield
Hartl, Eugene & Mary	12000002307000	Munster
Hartl, Eugene & Mary	12000002308000	Munster
Hartl, Eugene & Mary	12000002310000	Munster
Hartl, Eugene & Mary	12000002311000	Munster
Hartl, Eugene & Mary	12000002314000	Munster
Hartl, Eugene & Mary	12000002316000	Munster
Hartl, Eugene & Mary	12000002319000	Munster
Hartl, Eugene & Mary	12000002370000	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	11000001982000	New Rockford
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002301000	Munster

Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002302300	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002302600	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002303300	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002303600	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002304000	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002306000	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002313300	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002313600	Munster
Hegland, Dennis; OJA Gjellstad Irrevocable Trust; Steckler, Roberta; Blilie, Marilyn; Hegland, Gary	12000002369000	Munster
Helseth, Brent & Jenna	12000002378300	Munster
Helseth, Brent & Jenna	12000002381000	Munster
Hoffman, Jr., Robert & Sandra	12000002374600	Munster
Hoffman, Jr., Robert & Sandra	12000002378600	Munster
James W. Schaefer, LLLP	12000002323000	Munster
James W. Schaefer, LLLP	12000002328000	Munster
James W. Schaefer, LLLP	12000002331000	Munster
Kenmar Bison Ranch LLP	06000001094100	Rosefield
Kenmar Bison Ranch LLP	06000001097000	Rosefield
Koepplin, Todd & Karen	06000001094000	Rosefield
Langley, Richard	16000003695000	Bush
Langley, Richard	16000003698000	Bush
Langley, Richard	16000003702000	Bush
Langley, Richard	16000003703000	Bush
Langley, Richard	16000003706000	Bush
McDonald, Justin Trust	16000003645000	Bush
McDonald, Justin Trust	16000003648000	Bush
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003962000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003963000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003965000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	11000002015000	New Rockford
Messner, Jacob; Messner, Tyler; Messner, Nathan	11000002016000	New Rockford
Messner, Jacob; Messner, Tyler; Messner, Nathan	16000003700000	Bush
Messner, Jacob; Messner, Tyler; Messner, Nathan	16000003701000	Bush
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003897000	Gates

Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003960000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003964000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003966000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003967000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003970000	Gates
Messner, Jacob; Messner, Tyler; Messner, Nathan	17000003973000	Gates
Messner, Steve & Barbara	16000003575000	Bush
Messner, Steve & Barbara	16000003576000	Bush
Messner, Steve & Barbara	16000003640000	Bush
Messner, Steve & Barbara	16000003642000	Bush
Messner, Steve & Barbara	16000003643000	Bush
Messner, Steve & Barbara	16000003647000	Bush
Messner, Steve & Barbara	16000003649000	Bush
Messner, Steve & Barbara	16000003650000	Bush
Messner, Steve & Barbara	16000003651000	Bush
Messner, Steve & Barbara	17000003871000	Gates
Messner, Steve & Barbara	17000003881000	Gates
Messner, Steve & Barbara	17000003882000	Gates
Messner, Steve & Barbara	17000003883000	Gates
Messner, Steve & Barbara	17000003887000	Gates
Messner, Steve & Barbara	17000003888000	Gates
Messner, Steve & Barbara	17000003889000	Gates
Messner, Steve & Barbara	17000003895000	Gates
Myhre, Eric & Sara	17000004022300	Gates
Myhre, James & Shirley	12000002379100	Munster
Myhre, Jerry & Karen Revocable Trust	17000004014000	Gates
Myhre, Kent & Alyson	17000003999000	Gates
Myhre, Kent & Alyson	17000004000000	Gates
Myhre, Kent & Alyson	17000004002000	Gates
Myhre, Kent & Alyson	17000004004000	Gates
Myhre, Kent & Alyson	17000004005000	Gates
Myhre, Kent & Alyson	17000004006000	Gates
Myhre, Kent & Alyson	17000004013000	Gates
Myhre, Kent & Alyson	17000004020300	Gates
Myhre, Kent & Alyson	17000004020600	Gates
Myhre, Kent & Alyson	17000004021000	Gates
Myhre, Michael (EP Sons, LLP)	17000004022100	Gates
Myhre, Nyle & Lavonne; Myhre, Brendan; Myhre, James; Schiele, Nylenne	17000004015000	Gates
Noack Family Farms Partnership, LLLP	11000001954000	New Rockford
Noack Family Farms Partnership, LLLP	11000001955000	New Rockford
Noack Family Farms Partnership, LLLP	11000001956000	New Rockford
Noack Family Farms Partnership, LLLP	11000001957000	New Rockford

Noack Family Farms Partnership, LLLP	11000001958000	New Rockford
Noack Family Farms Partnership, LLLP	11000001959000	New Rockford
Noack Family Farms Partnership, LLLP	11000001961000	New Rockford
Noack Family Farms Partnership, LLLP	11000002009000	New Rockford
Noack Family Farms Partnership, LLLP	12000002324000	Munster
Noack Family Farms Partnership, LLLP	12000002325000	Munster
Noack Family Farms Partnership, LLLP	12000002330000	Munster
Noack Family Farms Partnership, LLLP	12000002368000	Munster
Noack Family Farms Partnership, LLLP	12000002373000	Munster
Noack Family Farms Partnership, LLLP	12000002387000	Munster
Noack Family Farms Partnership, LLLP	12000002388000	Munster
Noack Family Farms Partnership, LLLP	12000002394000	Munster
Noack Family Farms Partnership, LLLP	12000002400000	Munster
Noack Family Farms Partnership, LLLP	12000002459000	Munster
Noack Family Farms Partnership, LLLP	17000004035000	Gates
Noack Family Farms Partnership, LLLP	17000004039000	Gates
Noack Family Farms Partnership, LLLP	17000004040000	Gates
Noack Family Farms Partnership, LLLP	17000004043000	Gates
Noack Family Farms Partnership, LLLP	17000004045000	Gates
Noack Living Trust	11000001963000	New Rockford
Nystrom, Justin	10000001788300	Sheldon
Nystrom, Justin	10000001788600	Sheldon
Nystrom, Justin	10000001793300	Sheldon
Nystrom, Justin	10000001793600	Sheldon
Olson, John; Olson, David	17000003982000	Gates
Olson, John; Olson, David	17000003984000	Gates
Olson, John; Olson, David	17000003992000	Gates
Olson, John; Olson, David	17000003996000	Gates
Olson, John; Olson, David	17000003997000	Gates
Olson, John; Olson, David	17000004024000	Gates
Olson, John; Olson, David	17000004028000	Gates
Olson, John; Olson, David	17000004031000	Gates
Olson, John; Olson, David	17000004032000	Gates
Olson, John; Olson, David	17000004034000	Gates
Olson, Thomas	17000003969000	Gates
Olson, Thomas	17000003972000	Gates
Olson, Thomas	17000003976000	Gates
Olson, Thomas	17000003978000	Gates
Olson, Thomas	17000004036000	Gates
Olson, Thomas	17000004037000	Gates
RCT, LLLP	17000003961000	Gates
Risovi, Darlene; Myhre, Debra; Myhre, Gary; Hockert, Marilyn	11000001972000	New Rockford

Rost, Janice; Rost, Ethan; Rost, Heather; Van Leeuwe, Sonja; Roth, Tyson	11000001983000	New Rockford
Rost, Janice; Rost, Ethan; Rost, Heather; Van Leeuwe, Sonja; Roth, Tyson	11000001985000	New Rockford
Sattler, Susan; Gerard and Mary Kay Baker Living Trust; Bickler, Michael; Sellie, Julianne; Johnson, Barbara;	10000001785600	Sheldon
Sattler, Susan; Gerard and Mary Kay Baker Living Trust; Bickler, Michael; Sellie, Julianne; Johnson, Barbara;	10000001786600	Sheldon
Sattler, Susan; Gerard and Mary Kay Baker Living Trust; Bickler, Michael; Sellie, Julianne; Johnson, Barbara;	11000001950000	New Rockford
Sattler, Susan; Gerard and Mary Kay Baker Living Trust; Bickler, Michael; Sellie, Julianne; Johnson, Barbara;	11000001953000	New Rockford
Schaefer, Monty & Tori	06000001112000	Rosefield
Schaefer, Monty & Tori	06000001092000	Rosefield
Schaefer, Monty & Tori	06000001093000	Rosefield
Schaefer, Monty & Tori	06000001113000	Rosefield
Schuster, Jerry & Penny	12000002354000	Munster
Schuster, Jerry & Penny	12000002350100	Munster
Schuster, Jerry & Penny	12000002354100	Munster
Silbernagel, Dennis	12000002376000	Munster
Silbernagel, Dennis Trust	12000002375000	Munster
Silbernagel, Thomas	11000001987100	New Rockford
Silbernagel, Thomas Trust	11000001987000	New Rockford
Silbernagel, Thomas Trust	12000002377000	Munster
Silbernagel, Thomas Trust	12000002379000	Munster
Smith, Jr., Charles & Elaine	16000003652000	Bush
Smith, Jr., Charles & Elaine	16000003654000	Bush
Smith, Jr., Charles & Elaine	16000003655000	Bush
Smith, Jr., Charles & Elaine	16000003693000	Bush
Smith, Jr., Charles & Elaine	16000003694000	Bush
Soderholm, Beverly; Soderholm, John; Soderholm, Paul; Hanson, Cynthia	16000003584000	Bush
Soderholm, John; Soderholm, Paul	17000003867000	Gates
Soderholm, John; Soderholm, Paul	17000003868000	Gates
Soderholm, John; Soderholm, Paul	17000003870000	Gates
Soderholm, John; Soderholm, Paul	17000003875000	Gates
Soderholm, John; Soderholm, Paul	17000003876000	Gates
Soderholm, John; Soderholm, Paul	17000003877000	Gates
Soderholm, John; Soderholm, Paul	17000003879000	Gates
Steinbach, David & Kathleen	12000002337000	Munster
Steinbach, David & Kathleen	12000002338000	Munster
Steinbach, David & Kathleen	12000002339000	Munster
Steinbach, David & Kathleen	12000002340000	Munster

Steinbach, David & Kathleen	12000002341000	Munster
Steinbach, David & Kathleen	12000002342000	Munster
Steinbach, David & Kathleen	12000002350000	Munster
Steinbach, David & Kathleen	12000002354300	Munster
Steinbach, David & Kathleen	12000002356000	Munster
Thompson, Nickolia A. & Jacqueline	16000003561000	Bush
Thompson, Nickolia A. & Jacqueline	16000003562300	Bush
Thompson, Nickolia A. & Jacqueline	16000003563000	Bush
Thompson, Nickolia A. & Jacqueline	16000003562600	Bush
Throlson, LeRoy & Eunice	16000003565000	Bush
Throlson, LeRoy & Eunice	16000003571000	Bush
Throlson, LeRoy & Eunice	16000003572000	Bush
Throlson, LeRoy & Eunice	16000003573000	Bush
Throlson, LeRoy & Eunice	16000003574000	Bush
Throlson, LeRoy & Eunice	16000003577000	Bush
Throlson, LeRoy & Eunice	16000003581000	Bush
Throlson, LeRoy & Eunice	17000003765000	Gates
Throlson, LeRoy & Eunice	17000003768000	Gates
Throlson, LeRoy & Eunice	17000003859000	Gates
Throlson, LeRoy & Eunice	17000003864000	Gates
Throlson, LeRoy & Eunice	17000003873000	Gates
Throlson, LeRoy & Eunice	17000003874000	Gates
Throlson, LeRoy & Eunice	17000003878000	Gates
Throlson, LeRoy & Eunice	17000003880000	Gates
Throlson, Scott	17000003927000	Gates
Throlson, Scott	17000003932000	Gates
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	11000001971000	New Rockford
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	11000001974000	New Rockford
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	11000001977000	New Rockford
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	17000003987000	Gates
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	17000003990000	Gates
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	17000003991000	Gates
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	17000003995000	Gates
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	17000004001300	Gates
Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	17000004018000	Gates

Tuntland Family Living Trust; Carol M. Rosenau Family Trust; Fox, Ilo	17000004019000	Gates
Walker, Frank & Georgianna	12000002371000	Munster
Walker, Frank & Georgianna	12000002374300	Munster
Walker, Frank & Georgianna	12000002390000	Munster
Walker, Frank & Georgianna	12000002392300	Munster
Walz Family Land LLLP	06000001063000	Rosefield
Walz Family Land LLLP	11000001969000	New Rockford
Weber, Casey; Weber, Levi	17000004033000	Gates
Weber, Casey; Weber, Levi	17000004027000	Gates
Weber, Casey; Weber, Levi	17000004029000	Gates
Weber, Darin & Diana	16000003712000	Bush
Weber, Darin & Diana	10000001780000	Sheldon
Weber, Darin & Diana	16000003711000	Bush
Weber, Darin & Diana	16000003714000	Bush
Weber, Darin & Diana	17000004047000	Gates
Weber, Darin & Diana; Weber, Dennis & LeAnn	11000001951600	New Rockford
Weber, Darin & Diana; Weber, Dennis & LeAnn	11000001952600	New Rockford
Weber, Darin & Diana; Weber, Dennis & LeAnn	16000003712300	Bush
Weber, Darin & Diana; Weber, Dennis & LeAnn	16000003714300	Bush
Weber, Dennis & LeAnn	10000001787000	Sheldon
Weber, Dennis & LeAnn	16000003709000	Bush
Weber, Dennis & LeAnn	10000001784000	Sheldon
Weber, Dennis & LeAnn	16000003708000	Bush
Weber, Dennis & LeAnn	17000004048000	Gates
Weber, Jill	11000001960000	New Rockford
Weber, Jill	11000001964000	New Rockford
Weber, Jill	11000001965000	New Rockford
Weber, Jill	11000001966000	New Rockford
Weber, Jill	11000001967000	New Rockford
Weber, Jill	11000001970000	New Rockford
Weber, Todd; Weber, Paul; Weber, Misty	12000002456000	Munster
Weber, Todd; Weber, Paul; Weber, Misty	12000002457000	Munster
Weber, Todd; Weber, Paul; Weber, Misty	12000002462000	Munster
Weber, Todd; Weber, Paul; Weber, Misty	12000002463000	Munster
Weber, Todd; Weber, Paul; Weber, Misty	12000002477000	Munster
Weber, Todd; Weber, Paul; Weber, Misty	12000002481000	Munster
Westerhausen, Bonnie; Meredith, Rebecca; Westerhausen, Chad; Martin, Paula; Warren, Dean; Warren, Matthew; Warren, Jacob; Belquist, Elisabeth	17000003955000	Gates
Westerhausen, Bonnie; Meredith, Rebecca; Westerhausen, Chad; Martin, Paula; Warren, Dean; Warren, Matthew; Warren, Jacob; Belquist, Elisabeth	17000003957000	Gates

Westerhausen, Bonnie; Meredith, Rebecca; Westerhausen, Chad; Martin, Paula; Warren, Dean; Warren, Matthew; Warren, Jacob; Belquist, Elisabeth	17000003958000	Gates
Westerhausen, Bonnie; Meredith, Rebecca; Westerhausen, Chad; Martin, Paula; Warren, Dean; Warren, Matthew; Warren, Jacob; Belquist, Elisabeth	17000003959000	Gates
Westerhausen, Bonnie; Meredith, Rebecca; Westerhausen, Chad; Martin, Paula; Warren, Dean; Warren, Matthew; Warren, Jacob; Belquist, Elisabeth	17000003971000	Gates
Westerhausen, Bonnie; Meredith, Rebecca; Westerhausen, Chad; Martin, Paula; Warren, Dean; Warren, Matthew; Warren, Jacob; Belquist, Elisabeth	17000003974000	Gates
Whetham, Geneva	12000002478000	Munster
Whetham, Geneva	12000002483000	Munster
Whetham, Geneva	12000002485000	Munster
Whetham, Geneva	12000002523000	Munster
Whetham, Geneva	12000002525000	Munster
Zajac, Raymond	17000003994000	Gates
Zajac, Raymond	17000004025000	Gates
Zajac, Raymond	17000004026000	Gates

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 9/26/2022 at 3:35 PM, and was duly recorded as Document Number 115736



Patty Hilbert

Recorder

By *[Signature]*

Deputy

Fee:\$ 65.00 ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of September 23, 2022 (the “**Effective Date**”), is entered into by and between Kevin Allmaras, a single person, (“**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, “**Grantee**”).

RECITALS

A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).

C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the

Property for purposes of constructing and repairing such lines and facilities.

D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the "**Transmission Easement**") on, in, along, across, above and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the "**Transmission Easement Area**"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, "**Transmission Facilities**"), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the "**Easement Areas**".

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted, and shall have, the following related rights necessary or convenient for Grantee's use of the Transmission Easement (the "**Appurtenant Rights**"):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee's exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the "**Temporary Construction Laydown Area**" for the

storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the “Term”) is set forth as follows:

(a) Grantee’s rights under this Agreement shall be in effect throughout the “**Development Period**,” which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee’s election to extend the Term for the Operational Period. The “**Operational Period**” of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 Renewal Term. Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a “Renewal Term”). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED

AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.

2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C. The parties acknowledge and agree that Exhibit B-1 and C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1 and C prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee's construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop). Additionally, Grantee will make a good faith effort to de-compact soil compacted by construction activities on the site within 180 days of Commercial Operation Date.

Grantee shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.

3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees

(as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. Assignment/Mortgage.

5.1 Right to Assign. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Grantor agrees to consent in writing

to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. No Interference. Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement.

7. Indemnity. To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. Miscellaneous.

8.1 Complete Agreement. This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 Estoppel Certificates. Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Areas.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.



8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 3:35 PM

PATTY HILBERT, Recorder, By

Return To: ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

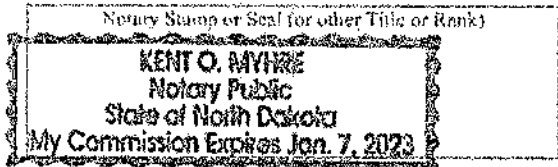
GRANTOR:

Kevin Allmaras

STATE OF NORTH DAKOTA)

COUNTY OF Eddy) ss.

This instrument was acknowledged before me on August 2, 2022 by Kevin Allmaras, Grantor(s).



Signature of Notary Public or Other Official

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 3:35 PM

PATTY HILBERT, Recorder, By

Return To: ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTEE:

Flickertail Wind, LLC

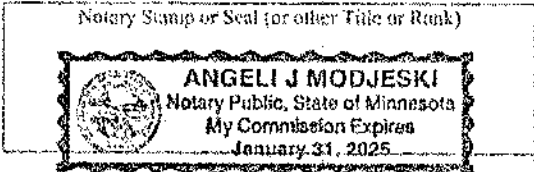
By: _____

Paul White
Chief Manager

STATE OF Minnesota }

COUNTY OF Hennepin }ss

The foregoing instrument was acknowledged before me this 23 day of September, 2022 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Grantee).



Signature of Notary Public or Other Official

EXHIBIT A

Legal Description

Township 149, Range 67, Eddy County, North Dakota
Section 23: SW ¼

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately two thousand six hundred fifty-one (2,651) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 1/10/2023 at 12:43 PM, and was duly recorded as Document Number 115875



TE-025

Patty Gilbert Recorder

By Tiffany Harr Deputy

Fee: \$ 65.00 ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

115875 Fee:\$65.00 Pg 1 of 12

State of North Dakota
County of Eddy
Recorded: 1/10/2023 at 12:43 PM TH
Tiffany Harr, Recorder, By
Return To: ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401


The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement ("**Agreement**") dated as of January 9, 2023 (the "**Effective Date**"), is entered into by and between Timothy Allmaras and Judith J. Allmaras, husband and wife, ("**Grantor**"), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, "**Grantee**").

RECITALS

- A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the "**Property**").
- B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the "**Project**").
- C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing and repairing such lines and facilities.
- D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.



AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the “**Transmission Easement**”) on, in, along, across, above and under the Property, in the locations generally described on the attached **Exhibits B and B-1** (the “**Transmission Easement Area**”), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, “**Transmission Facilities**”), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the “**Easement Areas**”.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted, and shall have, the following related rights necessary or convenient for Grantee’s use of the Transmission Easement (the “**Appurtenant Rights**”):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on **Exhibit B** as the “**Temporary Construction Laydown Area**” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the “**Term**”) is set forth as follows:

State of North Dakota

County of Eddy

Recorded: 1/10/2023 at 12:43 PM

Tiffany Harr, Recorder, By

Return To: ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

(a) Grantee's rights under this Agreement shall be in effect throughout the "Development Period," which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee's election to extend the Term for the Operational Period. The "Operational Period" of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 Renewal Term. Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a "Renewal Term"). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.

2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C. The parties acknowledge and agree that Exhibit B-1 and C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1 and C prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee's construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop). Additionally, Grantee will make a good faith effort to de-compact soil compacted by construction activities on the site within 180 days of Commercial Operation Date.

Grantee shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.

3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

4. **Nature of Easement; Overburdening.**

4.1 **Easement in Gross.** The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 **Abandonment.** Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. **Assignment/Mortgage.**

5.1 **Right to Assign.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the

Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Areas.

8.3 **Notices.** Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 **Attorney Fees.** If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 **Notice of Easement.** During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 **Severability and Parties Bound.** The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 **Further Acts and Assurances.** Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

115875 Fee:\$65.00 Pg 7 of 12

State of North Dakota

County of Eddy

Recorded: 1/10/2023 at 12:43 PM

Tiffany Hart, Recorder, By

Return To: **ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414**



IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

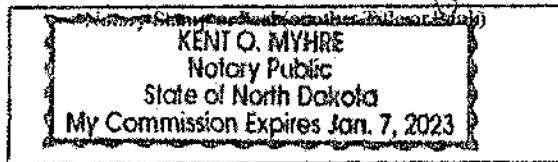
Timothy Allmaras
Timothy Allmaras

~~Judith J. Allmaras~~

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF Eddy)

This instrument was acknowledged before me on October 25, 2022, by Timothy Allmaras and Judith J. Allmaras, husband and wife, Grantor(s).

husband of km



Kent O. Myhre
Signature of Notary Public or Other Official

1.15875 Fee: \$65.00 Pg 8 of 12
State of North Dakota
County of Eddy
Recorded: 1/10/2023 at 12:43 PM
Tiffany Harr, Recorder, By
Return To: ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

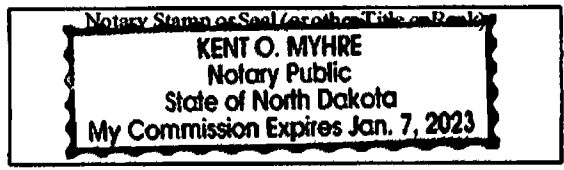
GRANTOR:

Timothy Allmaras

Judith J. Allmaras

STATE OF NORTH DAKOTA)
COUNTY OF Eddy) ss.

This instrument was acknowledged before me on December 1, 2022 by
Timothy Allmaras and Judith J. Allmaras, husband and wife, Grantor(s).
WIFE OF TIMOTHY ALLMARAS KM



Signature of Notary Public or Other Official

State of North Dakota

County of Eddy

Recorded: 1/10/2023 at 12:43 PM

Tiffany Harr, Recorder, By

Return To: ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414



EXHIBIT A

Legal Description

Township 148, Range 67, Eddy County, North Dakota
Section 3: Government Lots 3 & 4; SW ¼

Township 149, Range 67, Eddy County, North Dakota
Section 35: SW ¼; SE ¼

¼ TH

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately seven thousand two hundred seventy-three (7,273) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

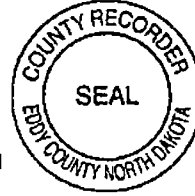
TE-003

I hereby certify that the within instrument was filed in this office for record on 9/26/2022 at 8:17 AM, and was duly recorded as Document Number 115733

Patty Hilbert
Recorder

By *[Signature]* Deputy

Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321



This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of Sept. 23, 2022 (the “**Effective Date**”), is entered into by and between Todd Allmaras Kerri Allmaras, husband and wife (“**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, “**Grantee**”).

RECITALS

- A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).
- B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).
- C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing and repairing such lines and facilities.
- D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

115733 Fee: \$65.00 Pg 1 of 11

State of North Dakota
County of Eddy
Recorded: 9/26/2022 at 8:17 AM
PATTY HILBERT, Recorder, By *[Signature]*
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the “Transmission Easement”) on, in, along, across, above and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “Transmission Easement Area”), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, “Transmission Facilities”), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the “Easement Areas”.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted, and shall have, the following related rights necessary or convenient for Grantee’s use of the Transmission Easement (the “Appurtenant Rights”):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the “Temporary Construction Laydown Area” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the “Term”) is set forth as follows:

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

(a) Grantee's rights under this Agreement shall be in effect throughout the "Development Period," which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee's election to extend the Term for the Operational Period. The "Operational Period" of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 Renewal Term. Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a "Renewal Term"). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.

2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C. The parties acknowledge and agree that Exhibit B-1 and C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1 and C prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee's construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop). Additionally, Grantee will make a good faith effort to de-compact soil compacted by construction activities on the site within 180 days of Commercial Operation Date.

Grantee shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.


3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

4. **Nature of Easement; Overburdening.**

4.1 **Easement in Gross.** The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 **Abandonment.** Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. **Assignment/Mortgage.**

5.1 **Right to Assign.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

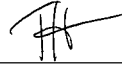
6. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. Miscellaneous.

8.1 Complete Agreement. This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 Estoppel Certificates. Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Areas.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

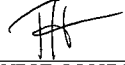
8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

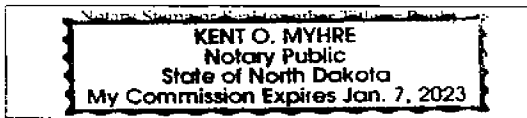
Todd Allmaras
Todd Allmaras

Kerri Allmaras
Kerri Allmaras

STATE OF NORTH DAKOTA)

COUNTY OF Eddy) ss.

This instrument was acknowledged before me on August 27, 2022 by Todd Allmaras, Kerri Allmaras, Grantor(s).



Kent O. Myhre
Signature of Notary Public or Other Official

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTEE:

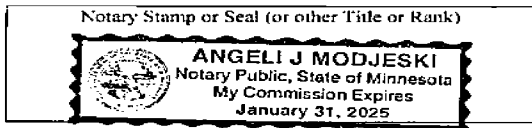
Flickertail Wind, LLC


By: 

Paul White
Chief Manager

STATE OF Minnesota }
 }ss
COUNTY OF Hennepin }

The foregoing instrument was acknowledged before me this 23 day of September, 2022 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Grantee).



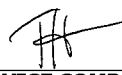


Signature of Notary Public or Other Official

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

EXHIBIT A

Legal Description

Township 148, Range 67, Eddy County, North Dakota
Section 9, NE ¼

State of North Dakota

County of Eddy

Recorded: 9/26/2022 at 8:17 AM

PATTY HILBERT, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321



EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately two thousand six hundred twenty-four (2,624) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/3/2023 at 1:29 PM, and was duly recorded as Document Number 116187



WL-002

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 3, 2023, and is made by L. Gary Anderson a/k/a Loren Gary Anderson and Paula A. Anderson, husband and wife; Emily K. Norman, a single person; Margaret B. Rust and Ryan Rust, a married couple (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 30, 2020, which was filed for record April 13, 2020 as Doc. No. 114401 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Anderson LE - Memorandum of Lease (Existing)

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 3, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Gary & Paula Anderson
902 8th St E, West Fargo ND 58078

Emily Norman
7406 N 107th Ave, Omaha NE 68122

Margaret & Ryan Rust
3210 Xanthus Ln N, Plymouth MN 55447

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: L. Gary Anderson
L. Gary Anderson a/k/a Loren Gary Anderson

By: Paula A. Anderson

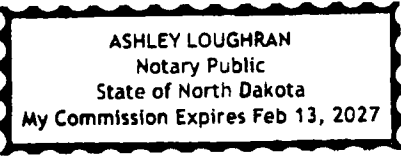
Name: Paula A. Anderson

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota)
) ss:
COUNTY OF Cass)

This instrument was acknowledged before me on this 18 day of September, 2023 by L. Gary Anderson a/k/a Loren Gary Anderson and Paula A. Anderson, husband and wife (Landlord).

(SEAL)



Ashley Loughran
Notary Public
Commission Expires: 2/13/27

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: *Emily K Norman*
Emily K. Norman

By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF Nebraska)
COUNTY OF Dallas) ss:

This instrument was acknowledged before me on this 22 day of September, 2023 by Emily K Norman as sole proprietor (Landlord).

(SEAL)

[Signature]
Notary Public
Commission Expires: 08/05/2025

DUSTIN BRYAN BIERANOWSKI
General Notary - State of Nebraska
My Commission Expires Aug 5, 2025

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:
By: Margaret B. Rust
Margaret B. Rust

By: Ryan Rust
Name: Ryan Rust

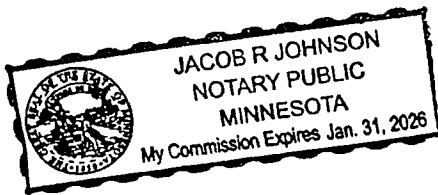
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Hempen)

This instrument was acknowledged before me on this 11 day of September, 2023 by Margaret B. Rust Ryan Rust (Landlord).
married couple JRJ

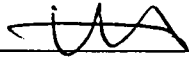
(SEAL)

[Signature]
Notary Public
Commission Expires: 1/31/26



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 3 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



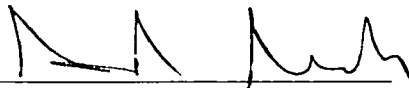

Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 17000003866000

The West Half of the Northeast Quarter (W ½ NE ¼) and the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) in Section 11, Township 150 North, Range 66 West, Eddy County, North Dakota.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**



I hereby certify that the within instrument was filed in this office for record on 6/24/2024 at 11:37 AM, and was duly recorded as Document Number 116651

Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated June 20, 2024, and is made by Michael F. Anderson, a single person ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 23, 2019, which was filed for record January 28, 2019 as Doc. No. 113731 in the records of the Eddy County, North Dakota Recorder's Office, (the

Anderson, Michael - Memorandum of Lease (Existing)

RA

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated June 25, 2024, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Michael Anderson
7219 30th St NE
Sheyenne ND 58374

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

RA

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Michael F. Anderson
Michael F. Anderson

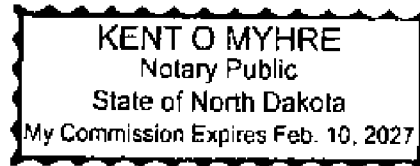
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 20 day of June, 2024 by Michael F. Anderson, a single person (Landlord).

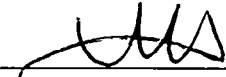
(SEAL)

Kent O Myhre
Notary Public
Commission Expires: 2/10/27



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) SS:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 24 day of June, 2024 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



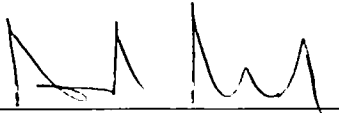

Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel #16000003567000

Lots 3 and 4 of Section 6, Township 150, Range 65, Eddy County, North Dakota.

Anderson, Michael - Memorandum of Lease (Existing)

5

116651 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 6/24/2024 at 11:37 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

WL-006

I hereby certify that the within instrument was filed in this office for record on 1/25/2024 at 12:18 PM, and was duly recorded as Document Number 116401



Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated Jan. 25, 2024, and is made by Gordon A. Benson and Colleen J. Benson, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated February 13, 2019, which was filed for record March 6, 2019 as Doc. No. 113790 in the records of the Eddy County, North Dakota Recorder's Office, (the

*Benson, Gordon & Colleen - Memorandum of
Lease (Existing)*

1

116401 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 1/25/2024 at 12:18 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Jan 25, 2024, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401


Landlord:
Gordon & Colleen Benson
2754 Hwy 281
Sheyenne ND 58374


3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: 
Gordon A. Benson

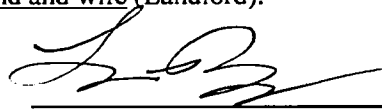
By: 
Colleen J. Benson

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

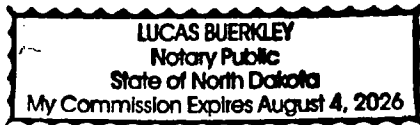
STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 12 day of January, 2024 by Gordon A. Benson and Colleen J. Benson, husband and wife (Landlord).

(SEAL)



Notary Public
Commission Expires: 8/4/2026



Benson, Gordon & Colleen - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: _____
[Handwritten Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 25 day of January, 2024 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Handwritten Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 17000003894000

The Southwest Quarter (SW ¼) of Section 14, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003893000

West Half of the Northwest Quarter (W ½ NW ¼) of Section 14, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003898000, 17000003899000

North Half (N ½) of Section 15, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003900000

East Half of the Southwest Quarter (E ½ SW ¼) and the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), all in Section 15, Township 150, Range 66, Eddy County, North Dakota.

Parcel #17000003902000

Southeast Quarter (SE ¼) of Section 15, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003956000

North Half of the Northwest Quarter (N ½ NW ¼) of Section 23, Township 150, Range 66, Eddy County, North Dakota.

*Benson, Gordon & Colleen - Memorandum of
Lease (Existing)*


5

116401 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 1/25/2024 at 12:18 PM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 2/21/2024 at 9:27 AM, and was duly recorded as Document Number 116435



WL-007

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated February 20, 2024, and is made by Roger E. Benson and Colleen F. Benson, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 25, 2019, which was filed for record February 4, 2019 as Doc. No. 113749 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Benson, Roger & Colleen - Memorandum of Lease (Existing)

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Feb. 20, 2024, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401


Landlord:
Roger & Colleen Benson
3103 60th Ave NE
Sheyenne ND 58374

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

*Benson, Roger & Colleen - Memorandum of
Lease (Existing)*

2

116435 Fee:\$20.00 Pg 2 of 5
State of North Dakota
County of Eddy
Recorded: 2/21/2024 at 9:27 AM
Tiffany Harr, Recorder, By 
**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:
By: Roger E. Benson
Roger E. Benson

By: Colleen F. Benson
Colleen F. Benson

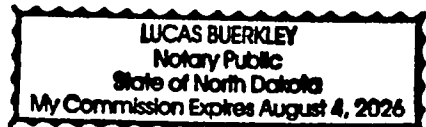
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 31 day of January, 2024 by Roger E. Benson and Colleen F. Benson, husband and wife (Landlord).

(SEAL)

[Signature]
Notary Public
Commission Expires: 08-04-2026



Benson, Roger & Colleen - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss:

This instrument was acknowledged before me on this 20 day of February , 20 24 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company , on behalf of the company (Tenant).

(SEAL)



Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 17000003975000

West Half of the Northwest Quarter (W ½ NW ¼) of Section 26, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 18000004234000

Southwest Quarter (SW ¼) of Section 14, Township 150 North, Range 67 West, Eddy County, North Dakota.

*Benson, Roger & Colleen - Memorandum of
Lease (Existing)*


5

116435 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 2/21/2024 at 9:27 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 11/17/2023 at 11:50 AM, and was duly recorded as Document Number 116280



WL-009

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated November 14, 2023, and is made by Daniel O. Birkeland and Karen Birkeland, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 4, 2019, which was filed for record March 11, 2019 as Doc. No. 113804 in the records of the Eddy County, North Dakota Recorder’s Office, (the

*Birkeland, Daniel & Karen - Memorandum of
Lease (Existing)*

1

116280 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 11/17/2023 at 11:50 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated November 16, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Daniel & Karen Birkeland
7830 29th St NE
Sheyenne ND 58374

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

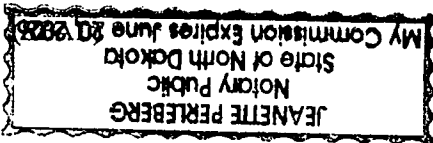
Landlord/Spouse:
By: Daniel Birkeland
Daniel O. Birkeland

By: Karen Birkeland
Karen Birkeland

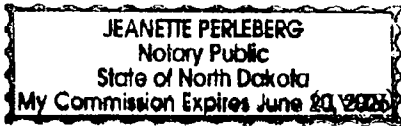
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 9 day of November, 2023 by Daniel O. Birkeland and Karen Birkeland, husband and wife (Landlord).



Jeanette Perleberg
Notary Public
Commission Expires: 6 20 26



Birkeland, Daniel & Karen - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 16 day of November, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 16000003559000

Lots 1 and 2, and the South Half of the Northeast Quarter (S ½ NE ¼) all in Section 5, Township 150 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 16000003560000

Lot 3, Section 5, Township 150 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 16000003564000

Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) and the East Half of the Southeast Quarter (E ½ SE ¼), all in Section 5, Township 150 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 16000003634100

Auditor Lots 1 and 4, and the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), all in Section 17, Township 150 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 16000003638000

Southeast Quarter (SE ¼) of Section 17, Township 150 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.


*Birkeland, Daniel & Karen - Memorandum of
Lease (Existing)*

5

116280 Fee:\$20.00 Pg 5 of 5

State of North Dakota
County of Eddy

Recorded: 11/17/2023 at 11:50 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 2/18/2025 at 3:20 PM, and was duly recorded as Document Number 117076



WL-010

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated Feb. 18, 2025, and is made by Mary G. Wiltse, Trustee of the Trust Agreement of Mary G. Wiltse, dated October 24, 2002, as amended July 25, 2016; Kurt O. Bollingberg and Cheyrl A. Bollingberg, husband and wife; John A. Reitan and Judith A. Reitan, Trustees of The 2002 Reitan Family Revocable Trust; Mari Griffiths Irvin, a married person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated February 26, 2019, which was filed for record March 6, 2019 as Doc. No. 113788 in the records of the Eddy County, North Dakota

Bollingberg Et Al - Memorandum of Lease (Existing)

1

117076 Fee:\$65.00 Pg 1 of 9

State of North Dakota

County of Eddy

Recorded: 2/18/2025 at 3:20 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

Recorder's Office, (the "Original Lease"), and amended by Amendment to Wind Energy Lease and Easement Agreement dated July 2, 2019 filed for record on July 8, 2019 as Doc. No. 114034, relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Feb. 18, 2025, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Mary Wiltse
525 Fairview Ave S #111, St. Paul MN
55116

John & Judith Reitan
PO Box 2204, Davis CA 95617

Mari Irvin
3646 Congress Ct, Fremont CA 94538

Kurt & Cheryl Bollingberg
5353 Hwy 15, Cathay ND 58422

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: *Mari Griffiths Irvin*
Mari Griffiths Irvin

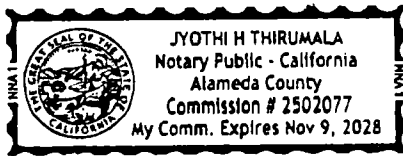
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF California)
) ss:
COUNTY OF Alameda)

This instrument was acknowledged before me on this 29th day of January, 2025 by Mari Griffiths Irvin, a married person (Landlord).

(SEAL)




[Handwritten Signature]

Notary Public
Commission Expires: NOV. 09th 2028

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: The 2002 Reitan Family Revocable Trust

By: 
John A. Reitan, Trustee

By: 
Judith A. Reitan, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 202__ by John A. Reitan and Judith A. Reitan, Trustees of The 2002 Reitan Family Revocable Trust (Landlord).

(SEAL)

Notary Public
Commission Expires:

**Please see attached for CA Civil Code
§ 1189 Compliant Certificate**

S. PAYKEL
NOTARY PUBLIC

JAN 29 2025

State of North Dakota
County of Eddy
Recorded: 2/18/2025 at 3:20 PM
Tiffany Harr, Recorder, By [Signature]
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

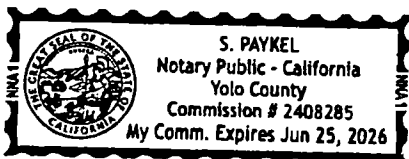
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Yolo)
On JAN 29 2025 before me, S. PAYKEL
Date Here Insert Name and Title of the Officer
personally appeared John A. Reitan and Judith
Name(s) of Signer(s)
A. Reitan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease / Easement Agmt Document Date: JAN 29 2025
Number of Pages: 9 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

9

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: [Signature]
Kurt O. Bollingberg

By: [Signature]
Cheryl A. Bollingberg

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Wells)

This instrument was acknowledged before me on this 13th day of December, 2024 by Kurt O. Bollingberg and Cheryl A. Bollingberg, husband and wife (Landlord).

(SEAL)

[Signature]

LUCAS BUERKLEY
Notary Public
State of North Dakota
My Commission Expires August 4, 2026
Commission Expires: 8-4-2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:
Trust Agreement of Mary G. Wiltse, dated October 24, 2002, as amended July 25, 2016

By: Mary G. Wiltse
Mary G. Wiltse, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF MN)
) ss:
COUNTY OF Ramsey)

This instrument was acknowledged before me on this 20 day of January 2025 by Mary G. Wiltse, Trustee of the Trust Agreement of Mary G. Wiltse, dated October 24, 2002, as amended July 25, 2016 (Landlord).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –

Flickertail Wind, LLC

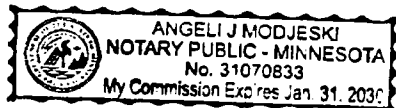
By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss:

This instrument was acknowledged before me on this 18 day of February, 2025 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/30

EXHIBIT A
Description of Premises

Parcel # 12000002321000

Southeast Quarter (SE ¼), Section 3, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002358000

Northeast Quarter (NE ¼), Section 9, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002361000

Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), Section 9, Township 149, Range 67, Eddy County, North Dakota.

NON-HOMESTEAD PROPERTY

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 7/12/2024 at 11:40 AM, and was duly recorded as Document Number 116680



WL-014

Recorder

By _____ Deputy

Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated July 11, 2024, and is made by Rachael K. Brash, an individual; David Bymoan, an individual (“Original Landlord”) Rachael K. Brash, a married person; Rachael K. Brash as Conservator for Anna Brash; Rachael K. Brash as Conservator for Elsa Brash (hereinafter collectively “Landlord”), and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. The parties acknowledge that Original Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated February 13, 2019, which was filed for record February 21, 2019 as Doc. No. 113769 in the records of the

Brash - Memorandum of Lease (Existing)

Eddy County, North Dakota Recorder's Office, (the "Original Lease"), and further amended by Amendment to Wind Energy Lease and Easement Agreement dated April 15, 2019, which was filed for record June 28, 2019 as Doc. No. 114012 relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated July 11, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Rachael, Ann and Elsa Brash
1802 Catherine Dr
Bismarck ND 58501

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Richard Ksh
Rachel K. Brash
a LB

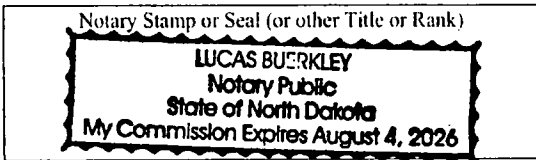
By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
Cass) ss:
COUNTY OF Cass)

This instrument was acknowledged before me on this 2nd day of July, 2024 by Rachael Brash a married person (Landlord).



[Signature]
Signature of Notary Public or Other Official
8-04-2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

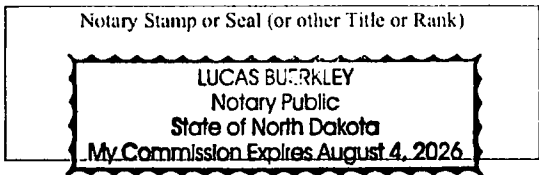
Landlord: Anna Brash

By: *Rachel K. Brash*
Rachel K. Brash, Conservator for Anna Brash
^
a b

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Cass)

This instrument was acknowledged before me on this 2nd day of July, 2024 by Rachel K. Brash, Conservator for Anna Brash (Landlord).



LB
Signature of Notary Public or Other Official
8-04-2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

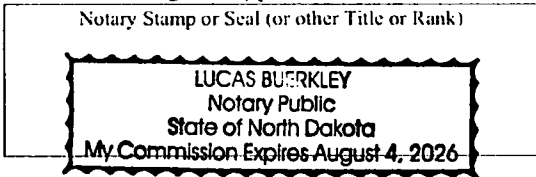
Landlord: ^{Elsa} ~~Elsa~~ Brash

By: *Rachel K. Brash*
Rachel K. Brash, Conservator for Elsa Brash
^
a LB

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Cass)

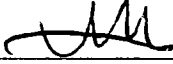
This instrument was acknowledged before me on this 2nd day of July, 2024 by
LB ~~Elsa Brash~~, Conservator for Anna Brash (Landlord).
a Rachel K. Brash



Lucas Buerkley
Signature of Notary Public or Other Official
6-04-2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

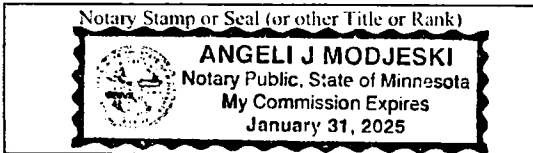
Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 11 day of July, 2024 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).





Signature of Notary Public or Other Official

EXHIBIT A
Description of Premises

Parcel # 12000002326000

Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼); South Half of the Southwest Quarter (S ½ SW ¼), all in Section 4, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002335000

Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼); South Half of the Southeast Quarter (S ½ SE ¼), all in Section 5, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002359000

Northwest Quarter (NW ¼) Section 9, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002360000

Southwest Quarter (SW ¼) Section 9, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002362000

South Half of the Southeast Quarter (S ½ SE ¼); Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), all in Section 9, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002367000

South Half of the Southwest Quarter (S ½ SW ¼) Section 10, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 18000004354000

Northeast Quarter (NE ¼) Section 34, Township 150, Range 67, Eddy County, North Dakota.

Parcel # 18000004359000

North Half of the Southeast Quarter (N ½ SE ¼) Section 34, Township 150, Range 67, Eddy County, North Dakota.

Parcel # 18000004364000

West Half of the Northwest Quarter (W ½ NW ¼), Section 35, Township 150, Range 67, Eddy County, North Dakota.

NON-HOMESTEAD

Brash - Memorandum of Lease (Existing)

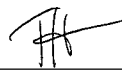
7

116680 Fee:\$65.00 Pg 7 of 7

State of North Dakota

County of Eddy

Recorded: 7/12/2024 at 11:40 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

I hereby certify that the within instrument was filed in this office for record on 10/13/2023 at 10:03 AM, and was duly recorded as Document Number 116208



Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 10, 2023, and is made by Anthony T. Bush and Julia Kourajian Bush, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 2, 2019, which was filed for record July 8, 2019 as Doc. No. 114036 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Bush, Anthony - Memorandum of Lease (Existing)

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023 which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Anthony Bush
2274 64th Ave NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

*Bush, Anthony - Memorandum of
Lease (Existing)*


2

116208 Fee:\$20.00 Pg 2 of 5

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:03 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

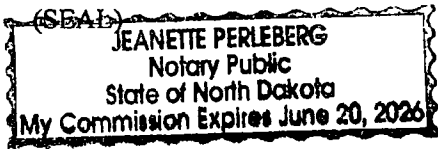
By: Anthony T. Bush
Anthony T. Bush

By: Julia Kourajian Bush
Name: Julia Kourajian Bush

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 3 day of Oct, 2023 by Anthony T. Bush & Julia Kourajian Bush (Landlord).
husband and wife JP



Jeanette Perleberg
Notary Public
Commission Expires: 6-20-26

Bush, Anthony - Memorandum of Lease (Existing)

EXHIBIT A
Description of Premises

Parcel # 12000002312000
West Half of the Southwest Quarter (W ½ SW ¼) of Section 2, Township 149, Range 67,
Eddy County, North Dakota.

Parcel # 12000002372000
Northwest Quarter (NW ¼) of Section 11, Township 149, Range 67, Eddy County, North
Dakota.

Parcel # 12000002363000
South Half of the Northeast Quarter (S ½ NE ¼) and the Northeast Quarter of the
Northeast Quarter (NE ¼ NE ¼), all in Section 10, Township 149, Range 67, Eddy
County, North Dakota.

*Bush, Anthony - Memorandum of
Lease (Existing)*


5

116208 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:03 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 11/6/2023 at 2:34 PM, and was duly recorded as Document Number 116267



Tiffany Harr

Recorder

By *Rebecca Anderson* Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated November 6, 2023 and is made by C. Mauritz Carlson and Eilene T. Carlson, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 11, 2019, which was filed for record January 25, 2019 as Doc. No. 113719 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Carlson, C.& Eilene - Memorandum of Lease (Existing)

“Original Lease”), and further amended by Amendment to Wind Energy Lease and Easement Agreement dated March 11, 2019, which was filed for record March 29, 2019 as Doc. No. 113836, relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated November 6, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
C. Mauritz & Eilene Carlson
2991 71st Ave NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

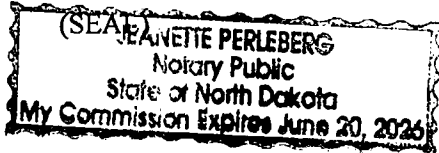
By: C. Mauritz Carlson
C. Mauritz Carlson

By: Eilene T Carlson
Eilene T. Carlson

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 22 day of Sept, 2023 by C. Mauritz Carlson and Eilene T. Carlson, husband and wife (Landlord).



Jeanette Perleberg
Notary Public
Commission Expires: 6-20-26

Carlson, C. & Eilene - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Newman)

This instrument was acknowledged before me on this 6 day of November 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 17000003761000

Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003762100

Lots 3 and 4, and the South Half of the Northwest Quarter (S ½ NW ¼), all in Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003764000

North Half of the Southwest Quarter (N ½ SW ¼) Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003767000

Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003769100

Lot 1, Auditor Lot 3 and the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) all in Section 2, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003772100

Lots 3 and 4, Auditor Lots 1 and 2, and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), all in Section 2, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003775000

East Half of the Southeast Quarter (E ½ SE ¼), Section 2, Township 150, Range 66, Eddy County, North Dakota.

*Carlson, C. & Eilene - Memorandum of
Lease (Existing)*

5

116267 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 11/6/2023 at 2:34 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/3/2023 at 1:32 PM, and was duly recorded as Document Number 116190



WL-016

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 3, 2023, and is made by James A. Cleveland and Gayle E. Cleveland, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 2, 2019, which was filed for record July 8, 2019 as Doc. No. 114039 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Cleveland, James & Gayle - Memorandum of Lease (Existing)

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Oct 3, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

James & Gayle Cleveland
6595 18th St NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: James A. Cleveland
James A. Cleveland

By: Gayle E. Cleveland
Gayle E. Cleveland

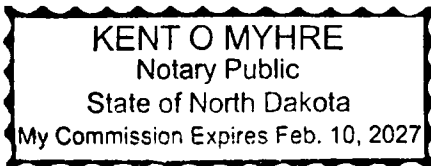
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF N. D.)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 26 day of September, 2023 by James A. Cleveland and Gayle E. Cleveland, husband and wife (Landlord).

(SEAL)

Kent O. Myhre
Notary Public
Commission Expires: 2/10/27



Cleveland, James & Gayle - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 3 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 10000001789000, 10000001790000
West Half (W ½) of Section 7, Township 149, Range 65, Eddy County, North Dakota.

Parcel # 10000001791000
Southeast Quarter (SE ¼) of Section 7, Township 149, Range 65, Eddy County, North Dakota.

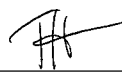
*Cleveland, James & Gayle - Memorandum of
Lease (Existing)*

5

116190 Fee:\$20.00 Pg 5 of 5

State of North Dakota
County of Eddy

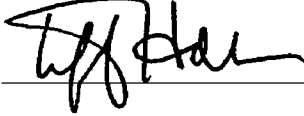
Recorded: 10/3/2023 at 1:32 PM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/31/2023 at 1:43 PM, and was duly recorded as Document Number 116257



Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321



WL-018

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 30, 2023, and is made by Carl Daugherty, a single person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 23, 2019, which was filed for record February 4, 2019 as Doc. No. 113750 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Daugherty, Carl - Memorandum of Lease (Existing)

1

116257 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 10/31/2023 at 1:43 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321



“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 30, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Carl Daugherty
6705 29th St NE
Sheyenne ND 58374

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Carl Daugherty
Carl Daugherty

By: _____

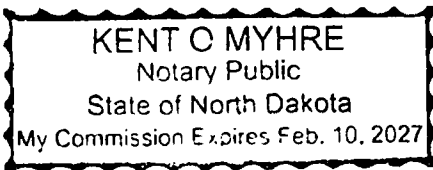
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 3 day of October, 2023 by Carl Daugherty a single person (Landlord).
KW

(SEAL)



Kent O Myhre
Notary Public
Commission Expires: 2/10/27

Daugherty, Carl - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 30 day of October, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 17000003993000

Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 28, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000003998000

Northeast Quarter (NE ¼) of Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

*Daugherty, Carl - Memorandum of
Lease (Existing)*

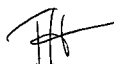
5

116257 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/31/2023 at 1:43 PM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/31/2023 at 1:42 PM, and was duly recorded as Document Number 116256



WL-019

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 30, 2023, and is made by Monty Schaefer, Attorney in Fact for Darlene A. Daugherty (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 29, 2019, which was filed for record February 4, 2019 as Doc. No. 113745 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Daugherty, Darlene - Memorandum of Lease (Existing)

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 30, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Darlene Daugherty
206 Second Ave S
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

*Daugherty, Darlene - Memorandum of
Lease (Existing)*


2

116256 Fee:\$20.00 Pg 2 of 5

State of North Dakota

County of Eddy

Recorded: 10/31/2023 at 1:42 PM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

State of North Dakota

County of Eddy

Recorded: 10/31/2023 at 1:42 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

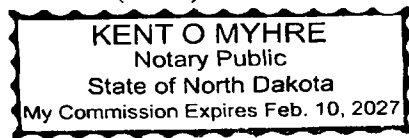
By: ~~Darlene A. Daugherty~~ ~~Monty Schaefer~~ *Monty Schaefer P.O.A.*
Darlene A. Daugherty *WE* *Attorney in fact for*
Monty Schaefer *Darlene A. Daugherty*
By: _____
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 18 day of October, 2023 by Monty Schaefer attorney in fact (Landlord), *cm*
for Darlene A. Daugherty

(SEAL)



Kent O. Myhre
Notary Public
Commission Expires: 2/10/2027

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 30 day of October, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

*Daugherty, Darlene - Memorandum of
Lease (Existing)*

EXHIBIT A
Description of Premises

Parcel # 17000004011000

Lot 4, and the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section 30, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000004012000

Southeast Quarter (SE ¼) of Section 30, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 18000004369000

Northeast Quarter (NE ¼) of Section 36, Township 150 North, Range 67 West, Eddy County, North Dakota.

*Daugherty, Darlene - Memorandum of
Lease (Existing)*


5

116256 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/31/2023 at 1:42 PM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/13/2023 at 10:14 AM, and was duly recorded as Document Number 116212

Recorder



By _____ Deputy

Fee:\$ 23.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 10, 2023, and is made by EP Sons, LLP a North Dakota limited liability partnership (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated November 28, 2018 which was filed for record January 14, 2019 as Doc. No. 113706 in the records of the Eddy County, North Dakota

*EP Sons, LLP - Memorandum
of Lease (Existing)*

Recorder's Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

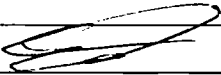
Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
EP Sons, LLP
6731 24th St NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

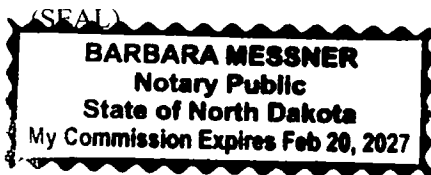
Landlord: EP Sons, LLP a North Dakota limited liability partnership

Signed: 	Signed:
Name: Manager Eric Myhre	Name:
Title: Manager	Title:

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 29th day of September, 2023 by Eric Myhre As Manager to EP Sons, LLP, a North Dakota limited liability partnership(Landlord).



Barbara Messner
Notary Public
Commission Expires: 2/20/2027

STATE OF _____)
) ss:
COUNTY OF _____)

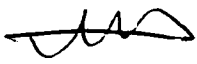
This instrument was acknowledged before me on this ___ day of _____, 202__ by _____ As _____ to EP Sons, LLP, a North Dakota limited liability partnership(Landlord).

(SEAL)

Notary Public
Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By:  _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 10 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)

 <p>ANGELI J MODJESKI Notary Public, State of Minnesota My Commission Expires January 31, 2025</p>	 Notary Public Commission Expires: <u>1/31/25</u>
--	---

*EP Sons, LLP - Memorandum
of Lease (Existing)*

EXHIBIT A
Description of Premises

Parcel # 11000001973000

Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Section 5, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001975000

Lot 3, LESS the West 4.0 chains and that part of Lot 4 lying South and West of a line beginning at a point 11.0 chains North of the Southwest corner of Lot 4, thence Southeasterly to a point 11.0 chains East of the said Southwest corner of Lot 4, all in Section 5, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001979000

Lots 1 and 2, Section 6, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001980000

South Half of the Northeast Quarter (S ½ NE ¼), Section 6, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001984000

North Half of the Southeast Quarter (N ½ SE ¼), Section 6, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000003930000

Lots 1 and 2; and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), all in Section 19, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000003931000

Lots 3 and 4; and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), all in Section 19, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000004017000

Southeast Quarter (SE ¼) of Section 31, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000004022000

East Half of the Southwest Quarter (E ½ SW ¼) and the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) LESS Auditor's Lot 3 located in the S ½ SW ¼, all in Section 32, Township 150 North, Range 66 West, Eddy County, North Dakota.

*EP Sons, LLP - Memorandum
of Lease (Existing)*


5

116212 Fee:\$23.00 Pg 5 of 6

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:14 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

Parcel # 17000004023000

Southeast Quarter (SE ¼) of Section 32, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 18000004273000

West Half of the Northwest Quarter (W ½ NW ¼), Section 22, Township 150 North, Range 67 West, Eddy County, North Dakota.

Parcel # 18000004289000

East Half of the Southeast Quarter (E ½ SE ¼), Section 24, Township 150 North, Range 67 West, Eddy County, North Dakota.

Parcel # 18000004292000

East Half of the Northeast Quarter (E ½ NE ¼), Section 25, Township 150 North, Range 67 West, Eddy County, North Dakota.

*EP Sons, LLP - Memorandum
of Lease (Existing)*


6

116212 Fee:\$23.00 Pg 6 of 6

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:14 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**



**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 9/25/2023 at 2:04 PM, and was duly recorded as Document Number 116179

Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated September 25, 2023, and is made by David Gehrtz and Patricia Gehrtz, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 15, 2019 which was filed for record May 23, 2019 as Doc. No. 113921 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Gehrtz - Memorandum of Lease (Existing)

1

C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated September 25, 20223, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.

D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.

2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
David & Patricia Gehrtz
1687 65th Ave NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

RA

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: David Gehrtz
David Gehrtz

By: Patricia Gehrtz
Patricia Gehrtz

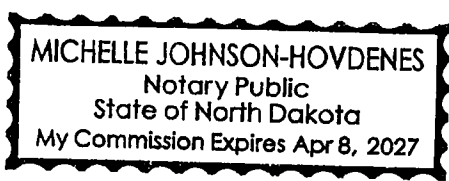
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 11th day of September, 2023 by David Gehrtz and Patricia Gehrtz, husband and wife (Landlord).

(SEAL)

Michelle Johnson-Hovdenes
Notary Public
Commission Expires: 4/8/2027



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 25 day of September, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)

[Signature]
Notary Public
Commission Expires: 1/31/2025



RA

EXHIBIT A
Description of Premises

Parcel # 16000003699000

Northeast Quarter (NE ¼) of Section 30, Township 150 North, Range 65 West, Eddy
County, North Dakota.

RA

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 7/12/2024 at 11:41 AM, and was duly recorded as Document Number 116681



WL-024

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated July 11, 2024, and is made by Gary G. Geisinger, a single person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 2, 2019 which was filed for record July 8, 2019 as Doc. No. 114035 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Geisinger, Gary - Memorandum of Lease (Existing)

1

116681 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 7/12/2024 at 11:41 AM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated July 11, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.

D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.

2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Gary Geisinger
2125 65th Ave NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: X *Gary Geisinger*
Gary G. Geisinger

By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

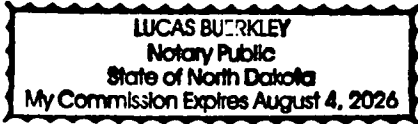
STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 27 day of June, 2024 by
Gary Geisinger a single person (Landlord).

(SEAL)

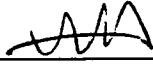
Lucas Berkley

Notary Public
Commission Expires: 8-04-2026



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 11 day of July, 2024 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



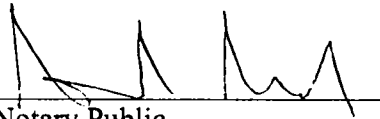

Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 12000002351000

Northwest Quarter (NW ¼) of Section 8, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002352100

North Half of the Southwest Quarter (N ½ SW ¼) and Auditor's Lots 3 and 6, Section 8, Township 149, Range 67, Eddy County, North Dakota.



I hereby certify that the within instrument was filed in this office for record on 10/17/2023 at 1:05 PM, and was duly recorded as Document Number 116225

Recorder

By _____ Deputy

Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of October 16, 2023 (the “**Effective Date**”), is entered into by and between Randy Guler and Serena R. Guler, husband and wife, (“**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, “**Grantee**”).

RECITALS

- A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).
- B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).
- C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing and repairing such lines and facilities.
- D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

Guler, Randy & Serena – Transmission Easement

1

116225 Fee:\$65.00 Pg 1 of 11

State of North Dakota

County of Eddy

Recorded: 10/17/2023 at 1:05 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the “**Transmission Easement**”) on, in, along, across, above and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “**Transmission Easement Area**”), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, “**Transmission Facilities**”), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the “**Easement Areas**”. The Transmission Easement shall be subject to the provisions of the attached Exhibit D.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted, and shall have, the following related rights necessary or convenient for Grantee’s use of the Transmission Easement (the “**Appurtenant Rights**”):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the “**Temporary Construction Laydown Area**” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 **Term of Easement.** The term of this Agreement (the “Term”) is set forth as follows:

(a) Grantee’s rights under this Agreement shall be in effect throughout the “**Development Period**,” which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee’s election to extend the Term for the Operational Period. The “**Operational Period**” of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 **Renewal Term.** Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a “Renewal Term”). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

2. **Payments for Transmission Easement.**

2.1 **Compensation.** As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C and Exhibit D. The parties acknowledge and agree that Exhibit B-1, C and D will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1, C and D prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 **Crop Damages.** The parties anticipate and acknowledge that Grantor or Grantor’s renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee’s construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually

destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop).

Grantor shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.

3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. Assignment/Mortgage.

5.1 Right to Assign. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. No Interference. Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement.

7. Indemnity. To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all

claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. Miscellaneous.

8.1 Complete Agreement. This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 Estoppel Certificates. Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Areas.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a



memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

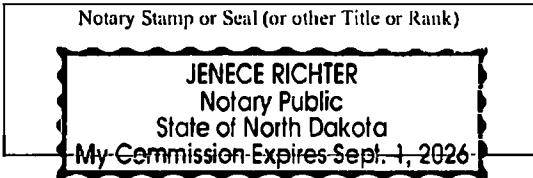
Randy Guler
Randy Guler

Serena R. Guler
Serena R. Guler

STATE OF NORTH DAKOTA)

COUNTY OF Eddy) ss.

This instrument was acknowledged before me on October 11th, 2023, by Randy Guler and Serena R. Guler, husband and wife, Grantor(s).



Jenece Richter
Signature of Notary Public or Other Official

EXHIBIT A

Legal Description

Township 148, Range 67, Eddy County, North Dakota

Section 10: S ½ SW ¼
PID 06000001043000

Section 15: NW ¼
PID 06000001062000

116225 Fee:\$65.00 Pg 10 of 11

State of North Dakota

County of Eddy

Recorded: 10/17/2023 at 1:05 PM

Recorded By: Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

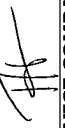



EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately three thousand nine-hundred and eighty (3,980) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above-described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

116225 Fee:\$65.00 Pg 11 of 11
State of North Dakota
County of Eddy
Recorded: 10/17/2023 at 1:05 PM
Tiffany Harr, Recorder, By 
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

State of North Dakota
County of Eddy



I hereby certify that the within instrument was filed in this office for record on 11/12/2024 at 8:40 AM, and was duly recorded as Document Number 116924

Tiffany Harr

Recorder

By *Rebecca Anderson*

Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

("Amendment"), is dated November 7, 2024, and is made by Randy Guler and Serena R. Guler, husband and wife ("Grantor") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Wind Company").

RECITALS:

WHEREAS, Grantor is the owner of that real property located in Eddy County, North Dakota (the "Property"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Grantor and Wind Company entered into a Transmission Easement Agreement dated October 16, 2023 (hereinafter the "Easement") by which Wind Company is leasing the Premises from Grantor, and the Easement was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 17, 2023 as document number 116225;

WHEREAS, Grantor and Wind Company wish to modify Exhibit A of the Easement to correct the legal description of the real property subject to the Easement.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Grantor and Wind Company hereby agree to the following:

Guler, Randy and Serena R.- Amendment to Easement to correct legal

RA

1. Exhibit A of the Easement is replaced with the Amended Exhibit A attached to this Amendment.
2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Transmission Easement Agreement as of the day and year set forth above.

Grantor:

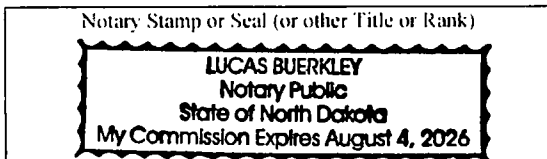
By: Randy Guler
Name- Randy Guler

By: Serena R. Guler
Name- Serena R. Guler

ACKNOWLEDGMENT TO AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

STATE OF North Dakota
COUNTY OF Eddy } ss

The foregoing instrument was acknowledged before me this 7th day of November, 2024, by Randy Guler and Serena R. Guler, husband and wife.



[Signature]
Notary Public
8-4-2026

Guler, Randy and Serena R.- Amendment to Easement to correct legal

IN WITNESS WHEREOF, the parties have executed this Amendment to Transmission Easement Agreement as of the day and year set forth above.

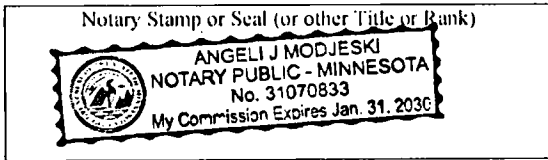
Wind Company -
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF Minnesota
COUNTY OF Hennepin }ss

The foregoing instrument was acknowledged before me this 11 day of November, 2024 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Wind Company).



[Signature]
Notary Public

AMENDED EXHIBIT A

Description of Real Property

Parcel 1

Parcel ID No.: 6000001043000

The South Half of the Southwest Quarter of Section 10, Township 148 North, Range 67 West, Eddy County, North Dakota.

EXCEPT the South 100 feet thereof (excepting all that portion lying within 33 feet of the section line), conveyed to the State of North Dakota, for the use and benefit of the State Highway Department, in Warranty Deed dated October 27, 1954, recorded February 17, 1955, in Deed Book 24, Page 457, as Document No. 72187.

Parcel 2

Parcel ID No.: 6000001062000

The Northwest Quarter of Section 15, Township 148 North, Range 67 West, Eddy County, North Dakota.

EXCEPT the North 75 feet thereof (excepting all that portion lying within 33 feet of the section line), conveyed to the State of North Dakota, for the use and benefit of the State Highway Department, in Warranty Deed dated October 27, 1954, recorded February 17, 1955, in Deed Book 24, Page 453, as Document No. 72183.

Guler, Randy and Serena R.- Amendment to Easement to correct legal

4

116924 Fee:\$20.00 Pg 4 of 4

State of North Dakota

County of Eddy

Recorded: 11/12/2024 at 8:40 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 11/13/2023 at 9:11 AM, and was duly recorded as Document Number 116273



Tiffany Harr

Recorder

By *Rebecca Anderson* Deputy
Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated November 8, 2023, and is made by Eugene M. Hartl and Mary L. Hartl, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated April 8, 2019 which was filed for record April 15, 2019 as Doc. No. 113874 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated November 8, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Gene & Mary Hartl
2149 59th Ave NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

RA

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

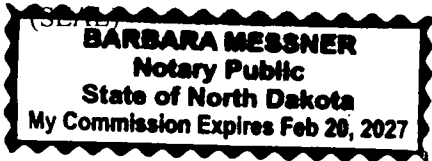
By: Eugene M. Hart
Eugene M. Hart

By: Mary L. Hartl
Mary L. Hartl

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 3rd day of November, 2023 by Eugene M. Hartl and Mary L. Hartl, husband and wife (Landlord).



Barbara Messner
Notary Public
Commission Expires: 2/20/2027

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 8 day of November 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 12000002307000

Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) and Lot 2, Section 2, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002308000

Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) and Lot 3, Section 2, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002310000

Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 2, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002311000

East Half of the Southwest Quarter (E ½ SW ¼) Section 2, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002314000

West Half of the Southeast Quarter (W ½ SE ¼) of Section 2, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002316000

South Half of the Northeast Quarter (S ½ NE ¼) of Section 3, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002319000

Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), Section 3, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002370000

Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), Section 11, Township 149, Range 67, Eddy County, North Dakota.

RA

I hereby certify that the within instrument was filed in this office for record on 4/26/2024 at 9:49 AM, and was duly recorded as Document Number 116545



Recorder

By _____ Deputy

Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated April 25, 2024, and is made by Elizabeth Gjellstad, an individual; Dennis Hegland, an individual; Roberta Steckler and Gary Steckler, a married couple; Marilyn T. Blilie and Gregory D. Blilie, a married couple; Gary Hegland and Lenore Hegland, a married couple ("Original Landlord") OIA Gjellstad Irrevocable Trust; Dennis Hegland, an individual; Roberta Steckler and Gary Steckler, a married couple; Marilyn T. Blilie and Gregory D. Blilie, a married couple; Gary Hegland and Lenore Hegland, a married couple (hereinafter collectively "Landlord"), and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. The parties acknowledge that Original Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 4, 2019,

Hegland, Dennis Et Al - Memorandum of Lease (Existing)

1

116545 Fee:\$65.00 Pg 1 of 10

State of North Dakota
County of Eddy

Recorded: 4/26/2024 at 9:49 AM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

which was filed for record March 11, 2019 as Doc. No. 113800 in the records of the Eddy County, North Dakota Recorder's Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated April 25, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.

2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

OIA Gjellstad Irrevocable Trust
2103 8th Ave N, Grand Forks ND 58203

Dennis Hegland
6481 23rd St NE, New Rockford ND 58356

Gregory & Marilyn Billie
5919 Mahotea Boone Trail, Westlake TX
76262

Gary & Lenore Hegland
2618 34th Ave S, Fargo ND 58104

Gary & Roberta Steckler
8318 E. Jamison Circle S, Centennial CO
80112

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: OIA Gjellstad Irrevocable Trust

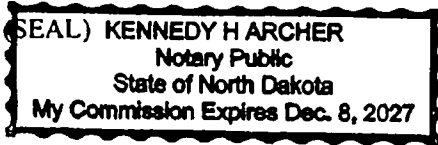
By: Melissa L. Gjellstad, Trustee
Melissa L. Gjellstad, Trustee

By: Clinton D. Gjellstad, Trustee
Clinton D. Gjellstad, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Grand Forks) ss:

This instrument was acknowledged before me on this 8 day of April, 2024 by Melissa L. Gjellstad, Trustee of the OIA Gjellstad Irrevocable Trust (Landlord).

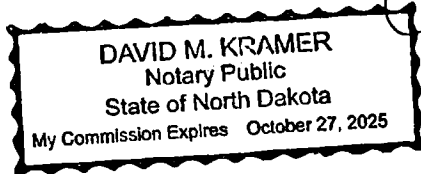


Kennedy H Archer
Notary Public
Commission Expires: Dec. 8th, 2027

STATE OF North Dakota
COUNTY OF McHenry) ss:

This instrument was acknowledged before me on this 10th day of April, 2024 by Clinton D. Gjellstad, Trustee of the OIA Gjellstad Irrevocable Trust (Landlord).

(SEAL)



David M. Kramer
Notary Public
Commission Expires: 10/27/2025

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Dennis Hegland
 Dennis Hegland

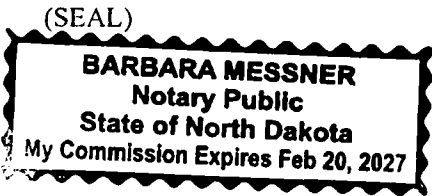
By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
 COUNTY OF Eddy)

This instrument was acknowledged before me on this 8th day of April, 2024 by Dennis Hegland (Landlord).



Barbara Messner
 Notary Public
 Commission Expires: 2/20/2027

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:
By: Roberta Steckler
Roberta Steckler

By: Gary Steckler
Gary Steckler

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF Colorado)
COUNTY OF Arapahoe) ss:

This instrument was acknowledged before me on this 7th day of April, 2024 by Roberta Steckler and Gary Steckler, a married couple (Landlord).

(SEAL)

Ashley Oliver
Notary Public
Commission Expires: 7/28/25

ASHLEY OLIVER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214030000
MY COMMISSION EXPIRES 07/28/2025

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Marilyn T. Blilie
Marilyn T. Blilie

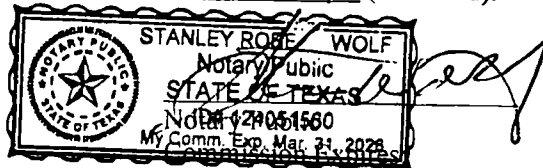
By: Gregory D. Blilie
Gregory D. Blilie

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF Texas)
) ss:
COUNTY OF Denton)

This instrument was acknowledged before me on this 11 day of April, 2024 by Marilyn T. Blilie and Gregory D. Blilie, a married couple (Landlord).

(SEAL)



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Gary Hegland
Gary Hegland

By: Lenore Hegland
Lenore Hegland

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Cass)

This instrument was acknowledged before me on this 15th day of April, 2024 by Gary Hegland and Lenore Hegland, a married couple (Landlord).

(SEAL)

Austin Stempel
Notary Public
Commission Expires: 5/18/2026

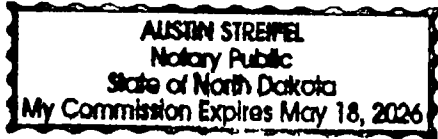


EXHIBIT A
Description of Premises

Parcel #11000001982000

Lot 6, and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), all in Section 6, Township 149, Range 66, Eddy County, North Dakota.

Parcel #12000002301000

Lot 2; Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼); West Half of the East Half of the Northeast Quarter (W ½ E ½ NE ¼), all in Section 1, Township 149, Range 67, Eddy County, North Dakota.

Parcel #12000002302300

Lots 3 and 4, Section 1, Township 149, Range 67, Eddy County, North Dakota.

Parcel #12000002302600

South Half of the Northwest Quarter (S ½ NW ¼), Section 1, Township 149, Range 67, Eddy County, North Dakota.

Parcel #12000002303300, 12000002303600, 12000002304000

South Half (S ½), Section 1, Township 149, Range 67, Eddy County, North Dakota.

Parcel #12000002306000

Lot 1, except the North 8 chains thereof; Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), all in Section 2, Township 149, Range 67, Eddy County, North Dakota.

Parcel #12000002313300, 12000002313600

East Half of the Southeast Quarter (E ½ SE ¼), Section 2, Township 149, Range 67, Eddy County, North Dakota.

Parcel #12000002369000

Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section 11, Township 149, Range 67, Eddy County, North Dakota.

Parcel #18000004367000

Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW ¼ SW ¼ SE ¼); North Half of the Southwest Quarter of the Southeast Quarter (N ½ SW ¼ SE ¼); North Half of the Southeast Quarter of the Southeast Quarter (N ½ SE ¼ SE ¼), all in Section 35, Township 150, Range 67, Eddy County, North Dakota.

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 1/3/2024 at 10:43 AM, and was duly recorded as Document Number 116355



Tiffany Harr

Recorder

By *Rebecca Anderson* Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated January 2, 2024, and is made by Brent Helseth and Jenna Helseth, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 6, 2019 which was filed for record March 11, 2019 as Doc. No. 113797 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

RA

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated January 2, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Brent & Jenna Helseth
1380 68th Ave NE
New Rockford ND 58356

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Brent Helseth
Brent Helseth

By: Jenna Helseth
Jenna Helseth

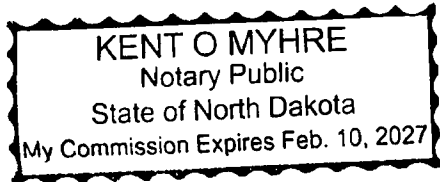
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 30 day of Dec., 2023 by Brent Helseth and Jenna Helseth, husband and wife (Landlord).

(SEAL)

Kent O. Myhre
Notary Public
Commission Expires: 2/10/27



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By:  _____


Paul White
Chief Manager

STATE OF MINNESOTA)
) SS:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 2 day of January, 2024 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)





Notary Public
Commission Expires:

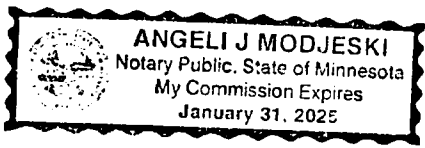


EXHIBIT A
Description of Premises

Parcel # 12000002378300

South Half of the Southwest Quarter (S ½ SW ¼) LESS Auditor's Lot 1, Section 12,
Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002381000

Northwest Quarter (NW ¼) of Section 13, Township 149, Range 67, Eddy County, North
Dakota.


RA

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**


WL-030



I hereby certify that the within instrument was filed in this office for record on 12/5/2023 at 1:25 PM, and was duly recorded as Document Number 116305



Recorder



Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated December 4, 2023, and is made by Robert P. Hoffman, Jr. and Sandra J. Hoffman, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated February 26, 2019 which was filed for record March 6, 2019 as Doc. No. 113787 in the records of the Eddy County, North Dakota Recorder’s Office, (the

*Hoffman Jr., Bob & Sandi - Memorandum
of Lease (Existing)*

1

116305 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 12/5/2023 at 1:25 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321



“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated December 4, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

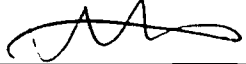
Bob & Sandi Hoffman, Jr.
6497 22nd St NE
New Rockford ND 58356

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By:  _____

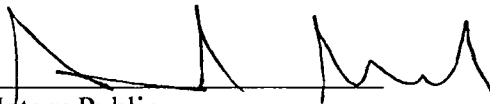
Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 4 day of December, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)





Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 12000002374600

Auditor's Lot 1, Section 11, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002378600

Auditor's Lot 1, Section 12, Township 149, Range 67, Eddy County, North Dakota.

*Hoffman Jr., Bob & Sandi - Memorandum
of Lease (Existing)*

5

116305 Fee:\$20.00 Pg 5 of 5

State of North Dakota
County of Eddy

Recorded: 12/5/2023 at 1:25 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

WL-033

I hereby certify that the within instrument was filed in this office for record on 10/31/2023 at 1:40 PM, and was duly recorded as Document Number 116255



Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 30, 2023, and is made by James W. Schaefer, LLLP a North Dakota limited liability limited partnership ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 29, 2019, which was filed for record February 4, 2019 as Doc. No. 113748 in the records of the Eddy County, North Dakota Recorder's Office, (the

James Schaefer LLLP - Memorandum of Lease (Existing)

1

116255 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 10/31/2023 at 1:40 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

“Original Lease”), further amended by Amendment to Wind Energy Lease and Easement Agreement dated April 15, 2019, which was filed for record May 23, 2019 as Doc. No. 113923, relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 30, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
James W. Schaefer, LLLP
206 Second Ave S
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: James W. Schaefer, LLLP a North Dakota limited liability limited partnership

By: Monty Schaefer general partner

Name: Monty Schaefer

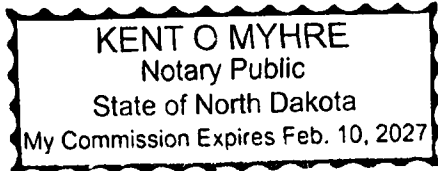
Title: General Partner

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 18 day of October, 2023 by Monty Schaefer as general partner to James W. Schaefer, LLLP a North Dakota limited liability limited partnership (Landlord).

(SEAL)



[Signature]
Notary Public
Commission Expires: 2/10/27

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 30 day of October, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 12000002323000

Lot 4, of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), Section 4, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002328000

Lots 1 and 2 of the Northeast Quarter (NE ¼), Section 5, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002331000

Lots 3 and 4 of the Northwest Quarter (NW ¼), Section 5, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 18000004345000

East Half of the Southwest Quarter (E ½ SW ¼) of Section 32, Township 150, Range 67, Eddy County, North Dakota.

Parcel # 18000004347000

Southeast Quarter (SE ¼) of Section 32, Township 150, Range 67, Eddy County, North Dakota.

Parcel #18000004352000

Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section 33, Township 150, Range 67, Eddy County, North Dakota.

*James Schaefer LLLP - Memorandum of
Lease (Existing)*

5

116255 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy


Recorded: 10/31/2023 at 1:40 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

State of North Dakota
County of Eddy

I hereby certify that the within instrument was filed in this office for record on 3/20/2023 at 2:52 PM, and was duly recorded as Document Number 115946

 Recorder



By _____ Deputy
Fee: \$ 20.00 ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

This Amendment to Transmission Easement Agreement between KenMar Bison Ranch, LLP, a North Dakota limited liability partnership (hereinafter "Grantor") and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, "Grantee") is entered into this 20 day of March, 2023 (the "Effective Date").

WITNESSETH:

A. Grantor is the owner of that real property located in **Eddy** County, North Dakota (the "Property"), and more particularly described in the attached Exhibit A attached hereto and incorporated herein;

B. Grantor and Grantee have entered into that certain Transmission Easement Agreement dated September 23, 2022, which runs with the land (the "Transmission Easement") by which Grantee has obtained Easement rights on the Property, which was recorded in the Office of the County Recorder in Eddy County, North Dakota on September 26, 2022 as Document Number 115734;

*KenMar Bison Ranch, LLP - Amendment to
Transmission Easement*

1

C. Grantor and Grantee wish to amend Exhibit A of the Transmission Easement to add additional real property to the Transmission Easement, which amendment will also result in amendments to Exhibits B, B-1 and C.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Grantor and Grantee hereby agree to the following:

1. Exhibits A, B, B-1 and C of the Transmission Easement are replaced with the Amended & Restated Exhibits A, B, attached hereto and B-1 and C.
2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Transmission Easement shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be executed as of the date first written above.

GRANTOR:

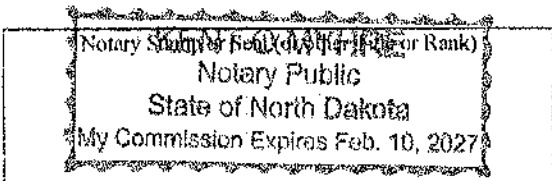
KenMar Bison Ranch, LLP

By: *Ryan Homelvig*
Ryan Homelvig,
Owner

STATE OF NORTH DAKOTA)

COUNTY OF Eddy) ss.

This instrument was acknowledged before me on March 10, 2023, by Ryan Homelvig as Owner, to KenMar Bison Ranch, LLP, a North Dakota limited liability partnership, on behalf of the company (Grantor).



[Signature]
Signature of Notary Public or Other Official

GRANTEE:

Flickertail Wind, LLC

By:

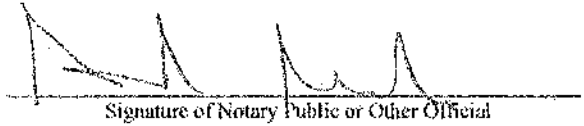
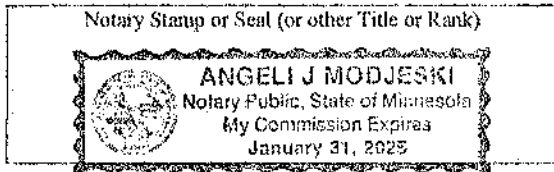


Paul White
Chief Manager

STATE OF MINNESOTA }

COUNTY OF HENSON } ss

The foregoing instrument was acknowledged before me this 20 day of March, 2023 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Grantee).


Signature of Notary Public or Other Official

AMENDED AND RESTATED EXHIBIT A
Description of Real Property

LEGAL DESCRIPTION OF THE PROPERTY

Parcel # 06000001041000

Northwest Quarter (NW ¼) of Section 10, Township 148 North, Range 67 West, Eddy County, North Dakota, LESS Auditor's Lot 3 (according to the Plat thereof recorded on the 2nd day of February 2016 as Document No. 111964)

Parcel # 06000001040000

Northeast Quarter (NE ¼) of Section 10, Township 148 North, Range 67 West, Eddy County, North Dakota.

Parcel # 06000001044000

North Half of the Southeast Quarter (N ½ SE ¼), Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼), and Auditor's Lots 1 and 2 (constituting the fractional SE ¼), all in Section 10, Township 148 North, Range 67 West, Eddy County, North Dakota.

Parcel # 06000001094100

Auditor's Lot 1 located in the Southeast Quarter (SE ¼) of Section 22, Township 148 North, Range 67 West, Eddy County, North Dakota.

Parcel #06000001097000

Auditor's Lot 2 located in the South Half (S ½) of Section 23, Township 148 North, Range 67 West, Eddy County, North Dakota.

AMENDED AND RESTATED EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is up to one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately ten thousand nine hundred nine (10,909) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on the Amended and Restated Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Amended and Restated Exhibit B and Amended and Restated Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Amended and Restated Exhibit B and Amended and Restated Exhibit B-1.

State of North Dakota
County of Eddy

I hereby certify that the within instrument was filed in this office for record on 3/10/2023 at 9:03 AM, and was duly recorded as Document Number 115936

Recorder



By _____ Deputy

Fee:\$ 65.00 ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of March 3rd, 20 23 (the “**Effective Date**”), is entered into by and between Todd Koepplin and Karen Koepplin, husband and wife (“**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, “**Grantee**”).

RECITALS

A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).

C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing and repairing such lines and

facilities.

D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the “**Transmission Easement**”) on, in, along, across, above, and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “**Transmission Easement Area**”), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, “**Transmission Facilities**”), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the “**Easement Areas**”. The Transmission Easement shall be subject to the provisions of the attached Exhibit D.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted and shall have, the following related rights necessary or convenient for Grantee’s use of the Transmission Easement (the “**Appurtenant Rights**”):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas

of the Property described on Exhibit B as the “**Temporary Construction Laydown Area**” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the “**Term**”) is set forth as follows:

(a) Grantee’s rights under this Agreement shall be in effect throughout the “**Development Period**,” which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee’s election to extend the Term for the Operational Period. The “**Operational Period**” of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 Renewal Term. Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a “**Renewal Term**”). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR’S RESIDENCE OR PLACE OF BUSINESS.



2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C. The parties acknowledge and agree that Exhibit B-1 and C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1 and C prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee's construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop). Additionally, Grantee will make a good faith effort to de-compact soil compacted by construction activities on the site within 180 days of Commercial Operation Date.

Grantee shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.

3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of

time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. Assignment/Mortgage.

5.1 Right to Assign. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any



alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Areas.

8.3 **Notices.** Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

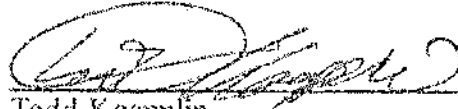
8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

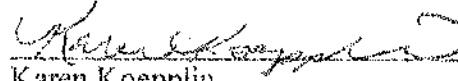
8.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

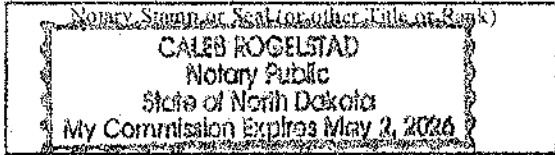

Todd Koeplin


Karen Koeplin

STATE OF NORTH DAKOTA)

COUNTY OF Eddy) ss.

This instrument was acknowledged before me on March 3rd, 2023 by Todd Koeplin and Karen Koeplin, husband and wife, Grantor(s).

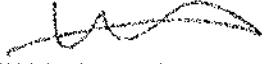



Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

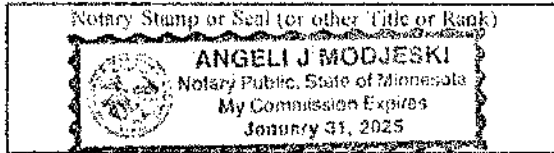
GRANTEE:

Flickertail Wind, LLC

By: 
Paul White
Chief Manager

STATE OF MINNESOTA }
COUNTY OF Hennepin } ss

The foregoing instrument was acknowledged before me this 9 day of March, 2023 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Grantee).




Signature of Notary Public or Other Official

EXHIBIT A

Legal Description

Parcel # 06000001094000

Auditor's Lot 2 located in the Southeast Quarter (SE ¼) of Section 22, Township 148 North, Range 67 West, Eddy County, North Dakota.

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately one-thousand nine-hundred seventy-four (1,974) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

EXHIBIT D
TO TRANSMISSION EASEMENT AGREEMENT
BETWEEN
Todd Koeplin and Karen Koeplin
AND FLICKERTAIL WIND, LLC

COORDINATION WITH GRANTOR

1. Section 6 No Interference. For clarifying purposes, Grantor shall retain the right to complete ground-level work within the Easement Areas.
2. Grantee shall consult with Grantor on pole locations before finalizing the locations to the best of its ability, however Grantee shall make all final siting decisions.

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

WL-034



I hereby certify that the within instrument was filed in this office for record on 12/11/2023 at 2:39 PM, and was duly recorded as Document Number 116321

Tiffany Harr

Recorder

By *Rebecca Anderson* Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated December 11, 2023, and is made by Richard Langley, a single person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 15, 2019 which was filed for record May 23, 2019 as Doc. No. 113922 in the records of the Eddy County, North Dakota Recorder’s Office, (the

*Langley, Richard - Memorandum
of Lease (Existing)*

RA

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated December 11, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Rick Langley
2822 77th Ave NE
Sheyenne ND 58374

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

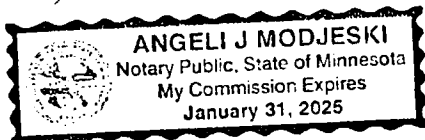
By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 11 day of Dec., 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

Langley, Richard - Memorandum
of Lease (Existing)

4

EXHIBIT A
Description of Premises

Parcel # 16000003695000, 16000003698000
South Half of the South Half (S ½ S ½) of Section 29, Township 150, Range 65, Eddy
County, North Dakota.

Parcel # 16000003702000
Lot 4 and the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), all in Section 30,
Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003703000
Southeast Quarter (SE ¼) of Section 30, Township 150, Range 65, Eddy County, North
Dakota.

Parcel # 16000003706000
Lot 1 and the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) all in Section 31,
Township 150, Range 65, Eddy County, North Dakota.

*Langley, Richard - Memorandum
of Lease (Existing)*

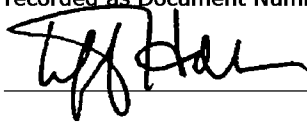
5

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 1/22/2024 at 9:15 AM, and was duly recorded as Document Number 116396



Recorder



WL-040

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated January 19, 2024, and is made by Michael J. McDonald, Trustee of The Justin McDonald Irrevocable Trust dated November 6, 2015 (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated December 27, 2018 which was filed for record January 4, 2019 as Doc. No. 113695 in the records of the Eddy County, North Dakota

*Justin McDonald Trust - Memorandum
of Lease (Existing)*

Recorder's Office, (the
"Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated January 19, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Michael McDonald, Trustee
7555 57th St SE, St. Cloud MN 56304

Justin McDonald
405 12th St N, New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: The Justin McDonald Irrevocable Trust dated November 6, 2015

By: Michael J. McDonald TTE
Michael J. McDonald, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF MINNESOTA)
) ss:
COUNTY OF STEARNS)

This instrument was acknowledged before me on this 28th day of DECEMBER, 2023 by Michael J. McDonald, Trustee of The Justin McDonald Irrevocable Trust dated November 6, 2015 (Landlord).

(SEAL)



Notary Public
Commission Expires: 01/31/2027

*Justin McDonald Trust - Memorandum
of Lease (Existing)*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 19 day of January, 2024 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 16000003645000

Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section 18, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003648000

West Half of the Northeast Quarter (W ½ NE ¼) and the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) all in Section 19, Township 150, Range 65, Eddy County, North Dakota.

*Justin McDonald Trust - Memorandum
of Lease (Existing)*


5

116396 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 1/22/2024 at 9:15 AM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 8/9/2024 at 8:40 AM, and was duly recorded as Document Number 116741



WL-041

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated August 8, 2024, and is made by Allen M. Messner and Ellen L. Messner, husband and wife; Tyler Messner, an individual; Jacob Messner, an individual; Nathan Messner, an individual (“Original Landlord”) Tyler Messner, an individual; Jacob Messner, an individual; Nathan Messner, an individual (hereinafter collectively “Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. The parties acknowledge that Original Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 29, 2019,

*Messner former LE - Memorandum of
Lease (Existing)*

1

116741 Fee:\$65.00 Pg 1 of 7

State of North Dakota

County of Eddy

Recorded: 8/9/2024 at 8:40 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

which was filed for record February 4, 2019 as Doc. No. 113744 in the records of the Eddy County, North Dakota Recorder's Office, (the

"Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated August 8, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Tyler Messner
7151 26th St NE
Sheyenne ND 58374

Jacob Messner
8065 26th Ave NE
Warwick ND 58381

Nathan Messner
1977 71st Ave NE
New Rockford ND 58356

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: X *[Signature]*
Tyler Messner

By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

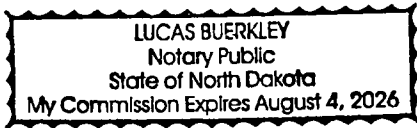
STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 31 day of July, 2024 by Tyler Messner an individual (Landlord).

(SEAL)

[Signature]
Notary Public
Commission Expires:

8-04-2026



Messner former LE - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: x [Signature]
Jacob Messner

By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

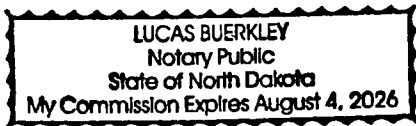
This instrument was acknowledged before me on this 31 day of July, 2024 by Jacob Messner an individual (Landlord).

(SEAL)

[Signature]

Notary Public
Commission Expires:

8-04-2026



Messner former LE - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: X Nathan Messner
Nathan Messner

By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

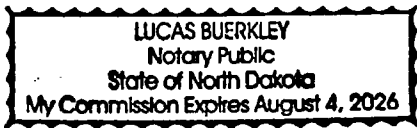
This instrument was acknowledged before me on this 31 day of July, 2024 by Nathan Messner an individual (Landlord).

(SEAL)

LB

Notary Public
Commission Expires:

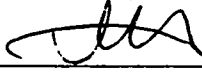
8-4-2026



Messner former LE - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 8 day of August, 2024 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



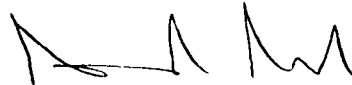

Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 17000003962000

Northwest Quarter (NW ¼) of Section 24, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003963000

North Half of the Southwest Quarter (N ½ SW ¼), Section 24, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003965000

Southeast Quarter (SE ¼) Section 24, Township 150, Range 66, Eddy County, North Dakota.

*Messner former LE - Memorandum of
Lease (Existing)*


7

116741 Fee:\$65.00 Pg 7 of 7

State of North Dakota

County of Eddy

Recorded: 8/9/2024 at 8:40 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 5/21/2024 at 1:33 PM, and was duly recorded as Document Number 116610



WL-042 a

Recorder

By _____ Deputy

Fee:\$ 27.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum of Amendment”), is dated May 2nd, 2024, and is made by Steve A. Messner and Barbara J. Messner, husband and wife (“Landowner”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter “Wind Company”).

RECITALS:

WHEREAS, Landowner is the owner of that real property located in Eddy County, North Dakota (the “**Property**”), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Landlord and Tenant entered into a Wind Energy Ground Lease dated December 11, 2023, (hereinafter the “**Lease**”) by which Tenant is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on December 11, 2023, as document number 116317;

Messner, Steve & Barbara- Memorandum of Amendment to Lease

WHEREAS, Landowner and Wind Company wish to modify Exhibit A of the Lease to add additional real property to the Lease.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Landlord and Tenant hereby agree to the following:

1. Exhibit A of the Lease is replaced with the Amended Exhibit A attached to this Amendment.
2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

[Signature page follows.]

Messner, Steve & Barbara- Memorandum of Amendment to Lease


2

116610 Fee:\$27.00 Pg 2 of 6

State of North Dakota

County of Eddy

Recorded: 5/21/2024 at 1:33 PM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Landowner/Spouse:

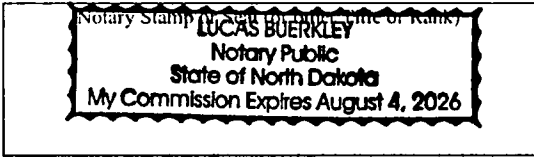
By: Steve A. Messner
 Name: Steve A. Messner

By: Barbara J. Messner
 Name: Barbara J. Messner

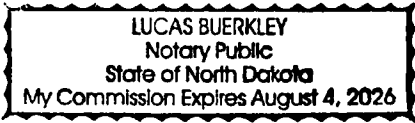
ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

STATE OF ND }
 COUNTY OF Eddy } ss

The foregoing instrument was acknowledged before me this 2nd day of May 2, 2024 by Steve A. Messner and Barbara J. Messner, husband and wife (Landowner/Spouse of Landowner).



Lucas Buerkley
 8-4-26 Notary Public



Lucas Buerkley
 8-4-26

AMENDED EXHIBIT A

Description of Real Property

Parcel # 16000003575000

Lot 4, Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003576000

Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003640000

Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Section 18, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003643000

Lots 1 and 2, Section 18, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003642000

The East Half of the Northwest Quarter (E1/2 NW1/4), Section 18, Township 150, Range 65, Eddy County, North Dakota

Parcel # 16000003647000

Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003649000

Lots 1 and 2, and the East Half of the Northwest Quarter (E ½ NW ¼) of Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003650000

Lots 3 and 4, and the East Half of the Southwest Quarter (E ½ SW ¼), Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003651000

Southeast Quarter (SE ¼) of Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 17000003871000

Auditor Lots 1 and 2, and the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼), Section 11, Township 150, Range 66, Eddy County, North Dakota.

Messner, Steve & Barbara- Memorandum of Amendment to Lease

Parcel # 17000003881000
Northeast Quarter (NE ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003882000
Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003883000
Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003887000
Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003888000
Southeast Quarter (SE ¼) of Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003889000
Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section 14, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003895000
Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), Section 14, Township 150, Range 66, Eddy County, North Dakota.

Messner, Steve & Barbara- Memorandum of Amendment to Lease


6

116610 Fee:\$27.00 Pg 6 of 6

State of North Dakota

County of Eddy

Recorded: 5/21/2024 at 1:33 PM

Tiffany Harr, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321



I hereby certify that the within instrument was filed in this office for record on 12/11/2023 at 11:49 AM, and was duly recorded as Document Number 116317

Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated December 11, 2023, and is made by Steve A. Messner and Barbara J. Messner, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 8, 2019 which was filed for record January 14, 2019 as Doc. No. 113710 in the records of the Eddy County, North Dakota Recorder's Office, (the

*Messner, Steve & Barbara - Memorandum
of Lease (Existing)*

“Original Lease”), and further amended by Amendment to Wind Energy Lease and Easement Agreement dated July 9, 2019, which was filed for record July 15, 2019 as Doc. No. 114051, relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated December 11, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Steve & Barbara Messner
2650 72nd Ave NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

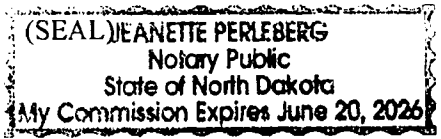
By: Steve Messner
Steve A. Messner

By: Barbara J. Messner
Barbara J. Messner

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 5 day of Dec, 2023 by Steve A. Messner and Barbara J. Messner, husband and wife (Landlord).



Jeanette Perleberg
Notary Public
Commission Expires: 6/20/26

Messner, Steve & Barbara - Memorandum
of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Benning)

This instrument was acknowledged before me on this 11 day of December, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)


 _____
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 16000003575000

Lot 4, Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003576000

Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003640000

Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Section 18, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003642000

Lots 1 and 2, Section 18, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003647000

Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003649000

Lots 1 and 2, and the East Half of the Northwest Quarter (E ½ NW ¼) of Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003650000

Lots 3 and 4, and the East Half of the Southwest Quarter (E ½ SW ¼), Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003651000

Southeast Quarter (SE ¼) of Section 19, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 17000003871000

Auditor Lots 1 and 2, and the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼), Section 11, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003881000

Northeast Quarter (NE ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

*Messner, Steve & Barbara - Memorandum
of Lease (Existing)*

5

116317 Fee:\$20.00 Pg 5 of 6

State of North Dakota

County of Eddy

Recorded: 12/11/2023 at 11:49 AM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

RA

Parcel # 17000003882000

Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003883000

Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003887000

Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003888000

Southeast Quarter (SE ¼) of Section 13, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003889000

Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section 14, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003895000

Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), Section 14, Township 150, Range 66, Eddy County, North Dakota.

*Messner, Steve & Barbara - Memorandum
of Lease (Existing)*

6

116317 Fee:\$20.00 Pg 6 of 6

State of North Dakota

County of Eddy

Recorded: 12/11/2023 at 11:49 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

WL-043



I hereby certify that the within instrument was filed in this office for record on 12/11/2023 at 2:30 PM, and was duly recorded as Document Number 116320

Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee:\$ 66.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated December 11, 2023 and is made by Tyler Messner, a single person; Jacob Messner, a single person; Nathan Messner, a single person ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 29, 2019 which was filed for record February 4, 2019 as Doc. No. 113742 in the records of the Eddy County, North Dakota

*Messner, Tyler Et Al - Memorandum
of Lease (Existing)*

1

116320 Fee:\$66.00 Pg 1 of 8

State of North Dakota
County of Eddy

Recorded: 12/11/2023 at 2:30 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

RA

Recorder's Office, (the "Original Lease"), and further amended by Amendment to Wind Energy Lease and Easement Agreement dated June 4, 2019, which was filed for record June 13, 2019 as Doc. No. 113976, and further amended by Second Amendment to Wind Energy Lease and Easement Agreement date September 30, 2019, which was filed for record October 15, 2019 as Doc. No. 114177, relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated December 11, 2023 which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Tyler Messner
7151 26th St NE, Sheyenne ND 58374

Jacob Messner
8065 26th Ave NE, Warwick ND 58381

Nathan Messner
1977 71st Ave NE, New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: [Signature]
Tyler Messner

By: _____

Name: _____

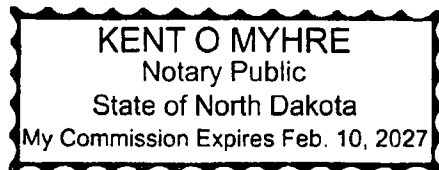
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 6 day of Dec., 2023 by K. M. Tyler Messner in single person (Landlord).

(SEAL)

[Signature]
Notary Public
Commission Expires: 2/10/27



Messner, Tyler Et Al - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Jacob Messner
Jacob Messner

By: _____
Name: _____

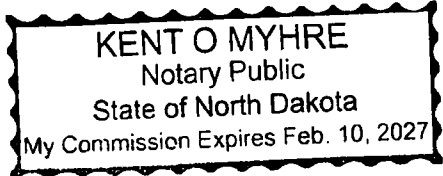
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

*K.M.
Dec.*

This instrument was acknowledged before me on this 6 day of Dec., 2023 by Jacob Messner a single person (Landlord).

(SEAL)



Kent O. Myhre
Notary Public
Commission Expires: 2/10/27

Messner, Tyler Et Al - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Nathan Messner
Nathan Messner

By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

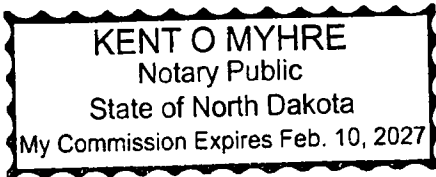
STATE OF ND)
) ss:
COUNTY OF Eddy)

K. M. P.C.

This instrument was acknowledged before me on this 6 day of Nov, 2023 by Nathan Messner as single person (Landlord).

(SEAL)

[Signature]
Notary Public
Commission Expires: 2/10/27



*Messner, Tyler Et Al - Memorandum
of Lease (Existing)*

5

116320 Fee:\$66.00 Pg 5 of 8
State of North Dakota
County of Eddy
Recorded: 12/11/2023 at 2:30 PM
Tiffany Harr, Recorder, By RA
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 11 day of Dec., 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 11000002015000

East Half of the Northwest Quarter (E ½ NW ¼), Section 12, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 11000002016000

West Half of the Northwest Quarter (W ½ NW ¼), Section 12, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 16000003700000

Lots 1 and 2, and the East Half of the Northwest Quarter (E ½ NW ¼), Section 30, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003701000

Lot 3 and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), Section 30, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 17000003897000

South Half of the Southeast Quarter (S ½ SE ¼), Section 14, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003960000

Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼), Section 23, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003964000

South Half of the Southwest Quarter (S ½ SW ¼), Section 24, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003966000

Northeast Quarter (NE ¼), Section 25, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003967000

East Half of the Northwest Quarter (E ½ NW ¼) and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Section 25, Township 150, Range 66, Eddy County, North Dakota.

*Messner, Tyler Et Al - Memorandum
of Lease (Existing)*

7

116320 Fee:\$66.00 Pg 7 of 8

State of North Dakota
County of Eddy

Recorded: 12/11/2023 at 2:30 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

Parcel # 17000003970000

Southeast Quarter (SE ¼), Section 25, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003973000

Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), Section 26, Township 150, Range 66, Eddy County, North Dakota.

*Messner, Tyler Et Al - Memorandum
of Lease (Existing)*

8

116320 Fee:\$66.00 Pg 8 of 8

State of North Dakota

County of Eddy

Recorded: 12/11/2023 at 2:30 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA



I hereby certify that the within instrument was filed in this office for record on 7/11/2025 at 9:39 AM, and was duly recorded as Document Number 117275

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401
Attention: Angeli Modjeski

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated July 10, 2025, and is made by Eric Myhre and Sara Myhre, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

A. Landlord is the owner of certain real property (the "Premises") located in Eddy County, North Dakota, and more particularly described on Exhibit A as attached hereto and incorporated herein;

B. Landlord and Tenant have entered into that certain Wind Energy Lease and Easement Agreement dated July 10, 2025, which runs with the land (the "Lease") by which Tenant is leasing the Premises;

C. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

Myhre, Eric & Sara - Memorandum of Wind Energy Lease

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis MN 55401

Landlord:
Eric & Sara Myhre
6731 24th St NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
4. This Lease, and any amendments hereto, to the extent signed and delivered by means of electronic transmission in portable document format (PDF) or by DocuSign or similar electronic signature process, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

*Myhre, Eric & Sara - Memorandum of
Wind Energy Lease*


2

117275 Fee:\$20.00 Pg 2 of 5

State of North Dakota

County of Eddy

Recorded: 7/11/2025 at 9:39 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:
By: [Signature]
Eric Myhre

By: [Signature]
Sara Myhre

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Burleigh)

This instrument was acknowledged before me on this 17 day of June, 2025 by Eric Myhre and Sara Myhre, husband and wife (Landlord).

Notary Stamp or Seal (or other Title or Rank)
ALEXANDER T MOLANDER
Notary Public
State of North Dakota
My Commission Expires February 18, 2027

[Signature]
Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

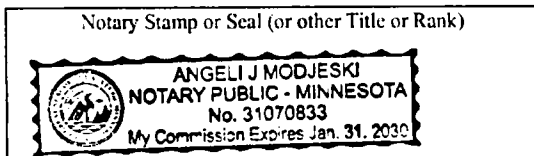
Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 10 day of July, 2025 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).





Signature of Notary Public or Other Official

EXHIBIT A
Description of Real Property

Parcel #17000004022300

Auditor's Lot 3 located in the South Half of the Southwest Quarter (S ½ SW ¼) of Section 32, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

*Myhre, Eric & Sara – Memorandum of
Wind Energy Lease*


5

117275 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 7/11/2025 at 9:39 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 12/20/2023 at 2:29 PM, and was duly recorded as Document Number 116334



Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated Dec. 20, 2023, and is made by James A. Myhre and Shirley N. Myhre, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 28, 2019 which was filed for record June 5, 2019 as Doc. No. 113949 in the records of the Eddy County, North Dakota Recorder’s Office,

*Myhre, James & Shirley - Memorandum
of Lease (Existing)*

(the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated December 29, 2023 which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

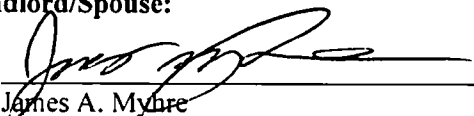
Landlord:

James & Shirley Myhre
2215 66th Ave NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: 
James A. Myhre

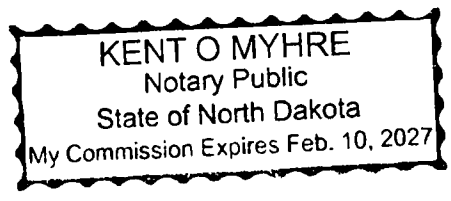
By: 
Shirley N. Myhre

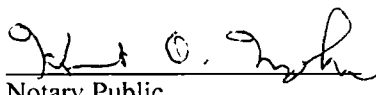
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 15 day of Dec., 2023 by James A. Myhre and Shirley N. Myhre, husband and wife (Landlord).

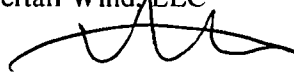
(SEAL)




Notary Public
Commission Expires: 2/10/27

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 20 day of December, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



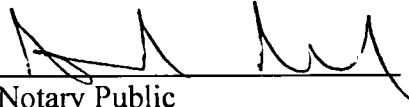

Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 12000002379100

Auditor's Lot 2, located in the SE ¼ of the SE ¼, Section 12, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 18000004362000

West Half of the Northeast Quarter (W ½ NE ¼), Section 35, Township 150 North, Range 67 West, Eddy County, North Dakota.

Parcel # 18000004363000

East Half of the Northwest Quarter (E ½ NW ¼), Section 35, Township 150 North, Range 67 West, Eddy County, North Dakota.

*Myhre, James & Shirley - Memorandum
of Lease (Existing)*

5

116334 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 12/20/2023 at 2:29 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA



I hereby certify that the within instrument was filed in this office for record on 10/31/2023 at 1:37 PM, and was duly recorded as Document Number 116253

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 30, 2023, and is made by Jerry O. Myhre and Karen K. Myhre, Trustees of the Jerry & Karen Myhre Revocable Trust Dated June 7, 2012 (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated December 27, 2018 which was filed for record January 4, 2019 as Doc. No. 113692 in the records of the Eddy County, North Dakota

*Myhre, Jerry & Karen - Memorandum
of Lease (Existing)*

Recorder's Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 30, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Jerry & Karen Myhre
7 Edgewood Drive
Geneseo IL 61254

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Jerry & Karen Myhre Revocable Trust Dated June 7, 2012

By: [Signature] TTE
Jerry O. Myhre, Trustee

By: [Signature] TTE
Karen K. Myhre, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ILLINOIS)
) ss:
COUNTY OF HENRY)

This instrument was acknowledged before me on this 24th day of October, 2023 by Jerry O. Myhre and Karen K. Myhre, Trustees of the Jerry & Karen Myhre Revocable Trust Dated June 7, 2012 (Landlord).

(SEAL)

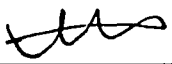


[Signature]
Notary Public
Commission Expires: 10/30/2025

Myhre, Jerry & Karen - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 30 day of October , 202 3 by Paul White as Chief Manager of Flickertail Wind, LLC , a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



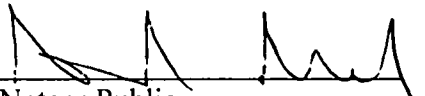

Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 17000004014000

Lots 1 and 2, and the East Half of the Northwest Quarter (E ½ NW ¼), Section 31,
Township 150, Range 66, Eddy County, North Dakota.

*Myhre, Jerry & Karen - Memorandum
of Lease (Existing)*


5

116253 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/31/2023 at 1:37 PM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 7/11/2025 at 9:40 AM, and was duly recorded as Document Number 117276



WL-048 a

Recorder

By _____ Deputy

Fee: \$ 21.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street. 220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated June 18, 2025 and is made by Kent O. Myhre and Alyson K. Myhre, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota and more particularly described in the Amended Exhibit A attached hereto and incorporated herein (the "Premises");
- B. Landlord and Tenant entered into a Wind Energy Lease and Easement Agreement dated October 3, 2023 (hereinafter the "Lease") a Memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 3, 2023 as Document No. 116186.
- C. Landlord and Tenant have entered into an Amendment to Wind Energy Lease and Easement Agreement (the "Amendment") dated June 18, 2025 to modify Exhibit A to the Lease to add additional real property to the Lease.

NOW THEREFORE, the parties hereby give notice of the following:

Myhre, Kent & Alyson - Memorandum of Amendment to Lease

1. Exhibit A to the Lease is hereby replaced with the Amended Exhibit A attached to this Memorandum.
2. Terms of Amendment to Lease and Easement Agreement. Information regarding other terms and conditions of the Amendment may be obtained by inquiry of the parties at the following respective addresses:

Tenant
 Flickertail Wind, LLC
 901 N. 3rd Street, #220
 Minneapolis, MN 55401

Landlord
 Kent & Alyson Myhre
 2460 67th Ave NE
 Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
4. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

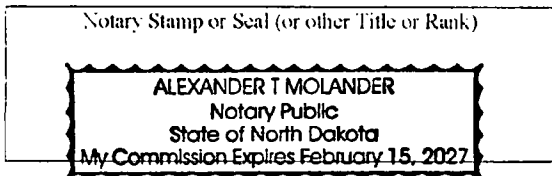
Landlord:

By: [Signature]
 Kent O. Myhre
 By: [Signature]
 Alyson K. Myhre

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT.

STATE OF ND }
 COUNTY OF Burleigh }ss

The foregoing instrument was acknowledged before me this 18 day of June, 2025 by Kent O. Myhre and Alyson K. Myhre, husband and wife (Landlord).

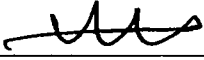


[Signature]
 Notary Public

Myhre, Kent & Alyson - Memorandum of Amendment to Lease

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

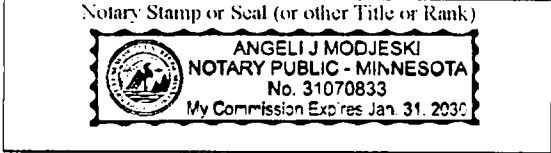
Tenant -
Flickertail Wind, LLC

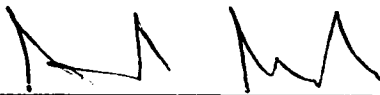
By: 

Paul White
Chief Manager

STATE OF MINNESOTA }
 }ss
COUNTY OF Hennepin }

This instrument was acknowledged before me this 10 day of July, 2025 by Paul White, as Chief Manager of Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Tenant).




Notary Public

AMENDED EXHIBIT A

Description of Premises

Parcel ID No.: 17000003999000

Northwest Quarter of Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004000000

Northeast Quarter of the Southwest Quarter of Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004002000

Southeast Quarter of the Southwest Quarter of Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004004000

Southwest Quarter of the Southeast Quarter, Auditor's Lot 1, and the Northeast Quarter of the Southeast Quarter, all in Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004005000

Northwest Quarter of the Southeast Quarter of Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004006000

Northeast Quarter of Section 30, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004013000

Northeast Quarter of Section 31, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004020300

Auditor's Lot 2, the Northwest Quarter of the Northwest Quarter, and the Southeast Quarter of the Northwest Quarter, all in Section 32, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel ID No.: 17000004021000

Northwest Quarter of the Southwest Quarter, Section 32, Township 150 North, Range 66 West, Eddy County, North Dakota.

Myhre, Kent & Alyson - Memorandum of Amendment to Lease

4



Parcel ID No.: 17000004021000

Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 32, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel ID No.: 17000004020600

Auditor's Lot 1, Section 32, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Mylire, Kent & Alyson - Memorandum of Amendment to Lease


5

117276 Fee:\$21.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 7/11/2025 at 9:40 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/3/2023 at 1:28 PM, and was duly recorded as Document Number 116186



WL-048

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 3, 2023, and is made by Kent O. Myhre and Alyson K. Myhre, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated December 27, 2018, which was filed for record January 4, 2019 as Doc. No. 113694 in the records of the Eddy County, North Dakota Recorder's Office, (the

Myhre, Kent & Alyson - Memorandum of Lease (Existing)

1

116186 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 10/3/2023 at 1:28 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

“Original Lease”), further amended by Amendment to Wind Energy Lease and Easement Agreement dated February 27, 2019, which was filed for record March 11, 2019 as Doc. No. 113799, relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated April 3 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Kent & Alyson Myhre
2460 67th Ave NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

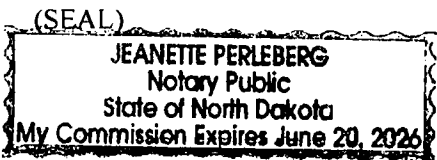
By: [Signature]
Kent O. Myhre

By: [Signature]
Alyson K. Myhre

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 25 day of Sept, 2023 by Kent O. Myhre and Alyson K. Myhre, husband and wife (Landlord).



[Signature]
Notary Public
Commission Expires: 6-20-26

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 3 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel #17000003999000

Northwest Quarter (NW ¼), Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004000000

Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004002000

Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004004000

Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼), Auditor's Lot 1, and the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), all in Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004005000

Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), Section 29, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004006000

Northeast Quarter (NE ¼), Section 30, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004013000

Northeast Quarter (NE ¼), Section 31, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004020300

Auditor's Lot 2, the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), all in Section 32, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000004021000

Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section 32, Township 150 North, Range 66 West, Eddy County, North Dakota.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/31/2023 at 1:39 PM, and was duly recorded as Document Number 116254



[Handwritten Signature]

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 30, 2023, and is made by Nyle E. Myhre and Lavonne M. Myhre, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 11, 2019, which was filed for record January 25, 2019 as Doc. No. 113720 in the records of the Eddy County, North Dakota Recorder's Office, (the

[Handwritten Signature]

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 30, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Nyle & Lavonne Myhre
6607 24th St NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

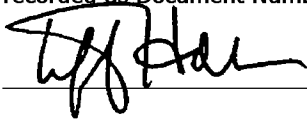
EXHIBIT A
Description of Premises

Parcel # 17000004015000

East Half of the Southwest Quarter (E ½ SW ¼), Lot 3 and Auditor's Lot 2, all in Section 31, Township 150, Range 66, Eddy County, North Dakota.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/17/2023 at 11:41 AM, and was duly recorded as Document Number 116221



Recorder



WL-050

By _____ Deputy

Fee: \$ 26.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 14, 2023, and is made by Noack Family Farms Partnership, LLLP a North Dakota limited liability limited partnership (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 5, 2019, which was filed for record March 11, 2019 as Doc. No. 113805 in the records of the Eddy County, North Dakota

Noack Family Farms - Memorandum of Lease (Existing)

1

116221 Fee:\$26.00 Pg 1 of 6

State of North Dakota

County of Eddy

Recorded: 10/17/2023 at 11:41 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**



Recorder's Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 16 2023 which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Noack Family Farms Partnership, LLLP
2618 Meadow Creek Circle S.
Fargo ND 58104

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

Noack Family Farms Partnership, LLLP a North Dakota limited liability limited partnership

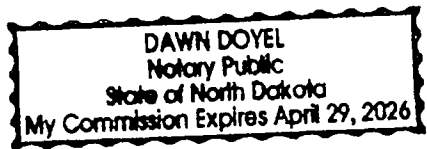
By: Steven Noack
Steven Noack
General Partner

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Cass) ss:
)

This instrument was acknowledged before me on this 6 day of October, 2023 by Steven Noack as General Partner to Noack Family Farms Partnership, LLLP a North Dakota limited liability limited partnership (Landlord).

(SEAL)



Dawn Doyel
Notary Public
Commission Expires: 4/29/2026

EXHIBIT A
Description of Premises

Parcel #11000001954000, 11000001955000, 11000001956000, 11000001957000
Government Lots 1, 2, 3 and 4; South Half of the North Half (S ½ N ½) and the South Half (S ½) of Section 2, Township 149 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #11000001958000, 11000001959000, 11000001961000
Government Lots 1, 2 and 3; South Half of the Northeast Quarter (S ½ NE ¼); Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼); North Half of the Southwest Quarter (N ½ SW ¼); Auditor's Lots 2, 3 and 4, all in Section 3, Township 149 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #11000002009000
Northeast Quarter (NE ¼), Section 11, Township 149 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #12000002324000, 12000002325000
Lot 3; South Half of the Northwest Quarter (S ½ NW ¼); Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), all in Section 4, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #12000002330000
Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), Section 5, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #12000002368000
Southeast Quarter (SE ¼), Section 10, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #12000002373000
Southwest Quarter (SW ¼), Section 11, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #12000002387000, 12000002388000
Northwest Quarter (NW ¼); Auditor Lots 3, 6 and 8 located in the Southwest Quarter (SW ¼), all of Section 14, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #12000002394000, 12000002400000
Northeast Quarter (NE ¼); Auditor Lots 10, 13 and 19 located in the Southeast Quarter (SE ¼), all of Section 15, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #12000002459000
Northwest Quarter (NW ¼), Section 23, Township 149 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000004035000
Southeast Quarter (SE ¼), Section 34, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000004039000, 17000004040000
South Half (S ½) of Section 35, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000004043000, 17000004045000
Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼); Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼); West Half of the Northwest Quarter (W ½ NW ¼), all in Section 36, LESS a parcel described as follows: Beginning at the northwest corner of the NW ¼ of Section 36, thence East 10 rods, thence South 160 rods, thence West 10 rods, thence North 160 rods to point of beginning (10 acres more or less), all in Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #18000004336000, 18000004339000, 18000004341000
Lot 3; East Half of the Northeast Quarter (E ½ NE ¼); Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼); Southeast Quarter (SE ¼), all in Section 31, Township 150 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #18000004343000, 18000004344000, 18000004346000
Northwest Quarter (NW ¼); West Half of the Southwest Quarter (W ½ SW ¼); South Half of the Northeast Quarter (S ½ NE ¼); Section 32, Township 150 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

Parcel #18000004348000, 18000004349000, 18000004350000, 18000004351000
Northeast Quarter (NE ¼); East Half of the Northwest Quarter (E ½ NW ¼); West Half of the Northwest Quarter (W ½ NW ¼); North Half of the Southwest Quarter (N ½ SW ¼) and the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), all in Section 33, Township 150 North, Range 67 West of the 5th P.M., Eddy County, North Dakota.

OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

WL-052



I hereby certify that the within instrument was filed in this office for record on 6/24/2024 at 11:47 AM, and was duly recorded as Document Number 116653

Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated June 24, 2024, and is made by John L. Olson, a single person; David M. Olson, a married individual ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 21, 2019, which was filed for record March 29, 2019 as Doc. No. 113833 in the records of the Eddy County, North Dakota Recorder's Office, (the

RA

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated June 24, 2024, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
David Olson
PO Box 4, Sheyenne ND 58374

John Olson
715 13th Ave NE #306, Devils Lake ND
58301

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: X John L. Olson
John L. Olson

By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

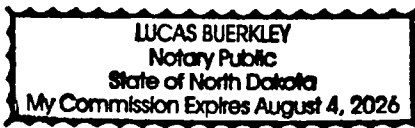
STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 15th day of June, 2024 by John L. Olson a single person (Landlord).

(SEAL)



Notary Public
Commission Expires: 8/04/2026



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: [Signature]
David M. Olson

By: _____

Name: _____

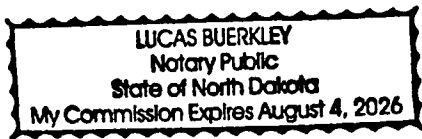
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 15th day of June, 2024 by David M. Olson married individual (Landlord).


(SEAL)

[Signature]
Notary Public
Commission Expires: 8/04/2026



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 24 day of June, 2024 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



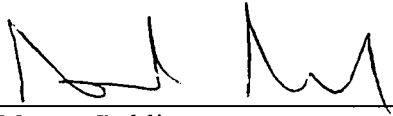

Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 17000003982000

East Half of the Northwest Quarter (E ½ NW ¼) and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), all in Section 27, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000003984000

West Half of the Southwest Quarter (W ½ SW ¼), Section 27, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000003992000

That portion of the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) lying South of the Burlington Northern Railway tracks as the same are now laid out across said land, Section 28, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000003996000

That portion of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) lying South of the Burlington Northern Railway tracks as the same are now laid out across said land, Section 28, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000003997000

East Half of the Southeast Quarter (E ½ SE ¼) and the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼), all in Section 28, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000004024000

Northeast Quarter (NE ¼), Section 33, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000004028000

North Half of the Southeast Quarter (N ½ SE ¼), Section 33, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000004031000

West Half of the Northeast Quarter (W ½ NE ¼), Section 34, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000004032000

Northwest Quarter (NW ¼), Section 34, Township 150 North, Range 66 West, Eddy County North Dakota.

Parcel # 17000004034000

North Half of the Southwest Quarter (N ½ SW ¼) and the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section 34, Township 150 North, Range 66 West, Eddy County North Dakota.

NON-HOMESTEAD

Olson & Olson - Memorandum of Lease (Existing)

6

116653 Fee:\$20.00 Pg 6 of 6

State of North Dakota

County of Eddy

Recorded: 6/24/2024 at 11:47 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA



I hereby certify that the within instrument was filed in this office for record on 8/27/2024 at 11:52 AM, and was duly recorded as Document Number 116776

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated August 26, 2024, and is made by Timothy M. Olson, Attorney in Fact for Thomas M. Olson, married ("Landlord") and Flickertail Wind, L.L.C., a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 6, 2019 which was filed for record March 11, 2019 as Doc. No. 113796 in the records of the Eddy County, North Dakota Recorder's Office. (the

Olson, Thomas - Memorandum of Lease (Existing)


1

116776 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 8/27/2024 at 11:52 AM

Tiffany Harr, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated August 26, 2024, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Thomas Olson
1531 Sixth Ave NE
Jamestown ND 58401

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

Sign: [Signature]

Name: Timothy M. Olson, attorney in fact for Thomas M. Olson

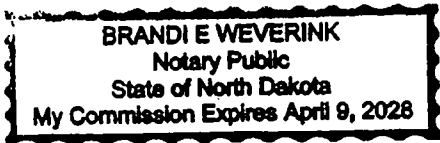
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota)
) ss:
COUNTY OF Cass)

This instrument was acknowledged before me on this 12th day of August, 2024 by Timothy M. Olson, attorney in fact for Thomas M. Olson (Landlord).

(SEAL)

[Signature]
Notary Public
Commission Expires: 4/9/28



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 26 day of August, 2024 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)





Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel #17000003969000

Southwest Quarter (SW ¼), Section 25, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000003972000

Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Section 26, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000003976000

Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), Section 26, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000003978000

Southeast Quarter (SE ¼), Section 26, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000004036000

Northeast Quarter (NE ¼), Section 35, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel #17000004037000

East Half of the Northwest Quarter (E ½ NW ¼), Section 35, Township 150 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

NON-HOMESTEAD PROPERTY

State of North Dakota
County of Eddy

I hereby certify that the within instrument was filed in this office for record on 11/13/2023 at 9:05 AM, and was duly recorded as Document Number 116272



Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated November 9, 2023 and is made by RCT LLLP, a North Dakota limited liability limited partnership (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 2, 2019, which was filed for record July 8, 2019 as Doc. No. 114033 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

RA

C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated November 1, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.

D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.

2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

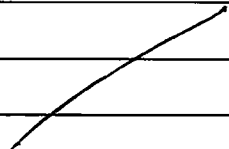
Landlord:
RCT, LLLP
402 Sheyenne Ave
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: RCT LLLP, a North Dakota limited liability limited partnership

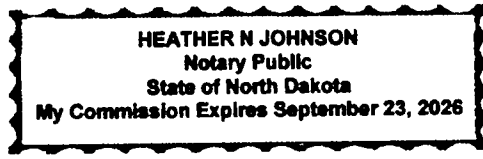
Signed: <u>Ron Throlson</u>	Signed: 
Name: <u>Bonnie Throlson</u>	Name:
Title: <u>Owner</u>	Title:

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Ramsey) ss:
)

This instrument was acknowledged before me on this 30th day of October, 2023 by Ronnie Throlson as owner to RCT LLLP, a North Dakota limited liability limited partnership (Landlord).

(SEAL)



Heather N. Johnson
Notary Public
Commission Expires: 9-23-26

STATE OF _____)
COUNTY OF _____) ss:
)

This instrument was acknowledged before me on this _____ day of _____, 202__ by _____ as _____ to RCT LLLP, a North Dakota limited liability limited partnership (Landlord).

(SEAL)

Notary Public
Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: [Signature]
Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Henepin)

This instrument was acknowledged before me on this 9 day of November, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 17000003961000

Northeast Quarter (NE ¼), Section 24, Township 150, Range 66, Eddy County, North Dakota.

RA

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**



WL-062

I hereby certify that the within instrument was filed in this office for record on 10/5/2023 at 1:44 PM, and was duly recorded as Document Number 116198

Recorder

By _____ Deputy

Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 4, 2023, and is made by Gerard A. Baker and Mary Kay Baker, Trustees under the Gerard and Mary Kay Baker Living Trust dated November 8, 2017; Michael T. Bickler and Kim G. Bickler, a married couple; Julianne M. Sellie and Mark Sellie, a married couple; Barbara H. Johnson, a single person; Susan R. Sattler and Robbie Sattler, a married couple (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 9, 2019 which was filed for record July 18, 2019 as

Sattler Et Al - Memorandum of Lease (Existing)

1

116198 Fee:\$65.00 Pg 1 of 9

State of North Dakota

County of Eddy

Recorded: 10/5/2023 at 1:44 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

Doc. No. 114059 in the records of the Eddy County, North Dakota Recorder's Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 4, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Robbie & Susan Sattler
3220 Arizona Dr, Bismarck ND 58503

Barbara Johnson
1326 N 13th St, Bismarck ND 58501

Michael & Kim Bickler
3917 Front St W, Williston ND 58801

Gerard & Mary Kay Baker
PO Box 1541, Miles City MT 59301

Mark & Julianne Sellie
1839 53rd Ave NE, Cathay ND 58422

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Susan R. Sattler
Susan R. Sattler

By: [Signature]
Robbie Sattler

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

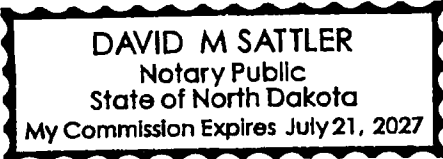
STATE OF North Dakota)
) ss:
COUNTY OF Burleigh)

This instrument was acknowledged before me on this 11th day of September, 2023 by Susan R. Sattler and Robbie Sattler, a married couple (Landlord).

(SEAL)

[Signature]

Notary Public
Commission Expires: 7-21-27



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Barbara H. Johnson
Barbara H. Johnson

By: Deceased a listao -
James Johnson

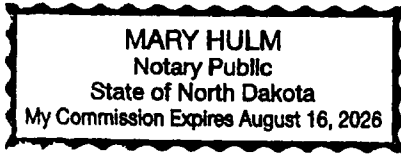
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Buileigh) ss:

This instrument was acknowledged before me on this 18 day of September, 2023 by Barbara H. Johnson and James Johnson, a married couple (Landlord).
a married couple

(SEAL)

Mary Hulm
Notary Public
Commission Expires:



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Julianne M. Sellie
Julianne M. Sellie

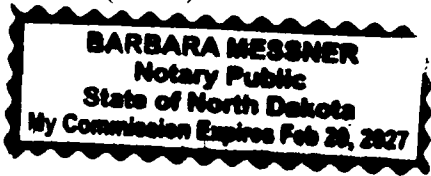
By: Mark Sellie
Mark Sellie

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 26th day of September, 2023 by Julianne M. Sellie and Mark Sellie, a married couple (Landlord).

(SEAL)



Barbara Messner
Notary Public
Commission Expires: 2/20/2027

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Michael T. Bickler
Michael T. Bickler

By: Kim G. Bickler
Kim G. Bickler

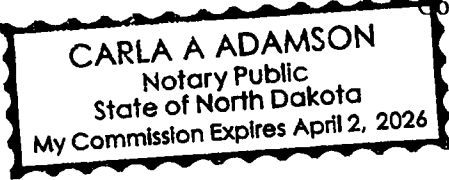
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF WILLIAMS)

This instrument was acknowledged before me on this 27th day of September 2023 by Michael T. Bickler and Kim G. Bickler, a married couple (Landlord).

(SEAL)

Carla A. Adamson
Notary Public
Commission Expires:



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Gerard and Mary Kay Baker Living Trust dated November 8, 2017

By: Gerard A. Baker
Gerard A. Baker, Trustee

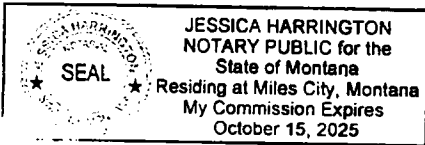
By: Mary Kay Baker
Mary Kay Baker, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF MT)
) ss:
COUNTY OF Custer)

This instrument was acknowledged before me on this 22 day of Sept, 2022 by Gerard A. Baker and Mary Kay Baker, Trustees under the Gerard and Mary Kay Baker Living Trust dated November 8, 2017 (Landlord).

(SEAL)



Jessica Harrington
Notary Public
Commission Expires: 10-15-25

EXHIBIT A
Description of Premises

Parcel # 10000001785600

Government Lots 3 and 4; Auditor Lot 3; Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), all in Section 6, Township 149 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 10000001786600

Government Lot 7; Auditor Lot 4; East Half of the Southwest Quarter (E ½ SW ¼), all in Section 6, Township 149 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 11000001950000

Government Lots 1 and 2; South Half of the Northeast Quarter (S ½ NE ¼), all in Section 1, Township 149 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 11000001953000

Southeast Quarter (SE ¼) of Section 1, Township 149 North, Range 66 West of the 5th P.M., Eddy County, North Dakota.

OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/30/2025 at 12:42 PM, and was duly recorded as Document Number 117473



TE-029 a

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

("Amendment"), is dated October 10th, 2025, (the "Effective Date") and is made by Monty Schaefer and Tori M. Schaefer, husband and wife ("Grantor") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of that real property located in Eddy County, North Dakota (the "Property"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Grantor and Grantee entered into a Transmission Easement Agreement dated October 4, 2023 (hereinafter the "Agreement") by which Grantee has obtained a Transmission Easement on the Premises from Grantor, which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 5, 2023 as Document Number 116196; subsequently ;

WHEREAS, Grantor and Grantee wish to amend the legal description of the Agreement to reflect the addition of Parcel No. 06000001112000 to the Property description.

WHEREAS, Grantor and Grantee wish to Amend Exhibit B of the Agreement to add the description of the Access Road impacting Parcel No. 06000001112000;

WHEREAS, Grantor and Grantee wish to Amend Exhibit B-1 of the Agreement to add the diagram of the Easement Area impacting Parcel No. 06000001112000;

WHEREAS, Grantor and Grantee wish to Amend Exhibit C of the Agreement to add the payment calculation the for the Easement impacting Parcel No. 06000001112000;

*Schaefer, Monty & Tori – Amendment to
Transmission Easement*

1

117473 Fee:\$20.00 Pg 1 of 6

State of North Dakota
County of Eddy

Recorded: 10/30/2025 at 12:42 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Grantor and Grantee hereby agree to the following:

1. Exhibit A of the Agreement is deleted in its entirety and replaced with the Amended Exhibit A attached hereto and incorporated herein.
2. Exhibit B of the Agreement is deleted in its entirety and replaced with the Amended Exhibit B attached hereto and incorporated herein.
3. Exhibit B-1 of the Agreement is deleted in its entirety and replaced with the Amended Exhibit B-1 attached hereto and incorporated herein. The parties acknowledge and agree that Exhibit B-1 will not be included with this Amendment when recorded with the county recorder, and that so removing Exhibit B-1 prior to recording is intentional and does not in any way affect the validity of this Amendment
4. Exhibit C of the Agreement is deleted in its entirety and replaced with the Amended Exhibit C attached hereto and incorporated herein. The parties acknowledge and agree that Exhibit C will not be included with this Amendment when recorded with the county recorder. and that so removing Exhibit C prior to recording is intentional and does not in any way affect the validity of this Amendment
5. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
6. Except as modified above, all other terms and conditions of the Agreement shall remain in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment to Transmission Easement Agreement as of the day and year set forth above.

Grantor:

By: Monty Schaefer
 By: Tori M. Schaefer
 LB

ACKNOWLEDGMENT TO AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

STATE OF NORTH DAKOTA)
) ss:
 COUNTY OF Eddy)

This instrument was acknowledged before me on this 10 day of October, 2025 by Monty Schaefer and Tori M. Schaefer, husband and wife (Grantor).

Notary Stamp or Seal (or other Title or Rank)

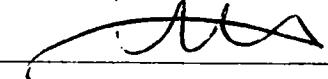
LUCAS BUERKLEY
 Notary Public
 State of North Dakota
 My Commission Expires August 4, 2026

LUCAS BUERKLEY
 Notary Public
 State of North Dakota
 My Commission Expires August 4, 2026

Lucas Buerkley
 Notary Public

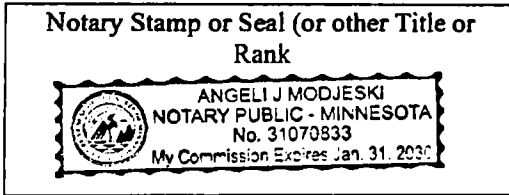
IN WITNESS WHEREOF, the parties have executed this Amendment to Transmission Easement Agreement as of the day and year set forth above.

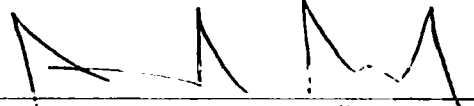
Grantee -
Flickertail Wind, LLC

By: 
Paul White
Chief Manager

STATE OF MINNESOTA }
COUNTY OF Hennepin }ss

The foregoing instrument was acknowledged before me this 28 day of October, 2025 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Grantee).




Notary Public

**AMENDED EXHIBIT A
Description of Real Property**

Legal Description

Township 148, Range 67, Eddy County, North Dakota

Section 22: NW ¼
PID 06000001092000

Township 148, Range 67, Eddy County, North Dakota

Section 22: SW ¼
PID 06000001093000

Township 148, Range 67, Eddy County, North Dakota

Section 27: NE1/4
PID 06000001112000

117473 Fee:\$20.00 Pg 5 of 6

State of North Dakota
County of Eddy

Recorded: 10/30/2025 at 12:42 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

*Schaefer, Monty & Tori – Amendment to
Transmission Easement*

AMENDED EXHIBIT B

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately seven thousand four hundred forty (7,440) feet and in the locations generally depicted on Exhibit B-1.

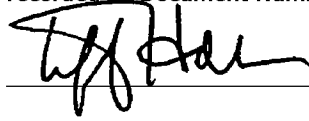
- **Access Road Easement Area:** A strip of land that is one hundred sixteen (116') feet wide; and extending for the entire length of the Property or approximately two thousand six hundred and forty (2,640') feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above-described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

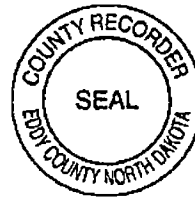
I hereby certify that the within instrument was filed in this office for record on 10/5/2023 at 1:41 PM, and was duly recorded as Document Number 116196



Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321



TE-029

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of October 4, 20 23 (the “**Effective Date**”), is entered into by and between Monty Schaefer and Tori M. Schaefer, husband and wife (“**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, “**Grantee**”).

RECITALS

A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).

C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over



additional portions of the Property for purposes of constructing and repairing such lines and facilities.

D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the “**Transmission Easement**”) on, in, along, across, above and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “**Transmission Easement Area**”), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, “**Transmission Facilities**”), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the “**Easement Areas**”.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted, and shall have, the following related rights necessary or convenient for Grantee’s use of the Transmission Easement (the “**Appurtenant Rights**”):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder;



(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the “**Temporary Construction Laydown Area**” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the “**Term**”) is set forth as follows:

(a) Grantee’s rights under this Agreement shall be in effect throughout the “**Development Period**,” which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee’s election to extend the Term for the Operational Period. The “**Operational Period**” of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 Renewal Term. Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a “**Renewal Term**”). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH

FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.

2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C. The parties acknowledge and agree that Exhibit B-1 and C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1 and C prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee's construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop). Additionally, Grantee will make a good faith effort to de-compact soil compacted by construction activities on the site within 180 days of Commercial Operation Date.

Grantor shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.

3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary

amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. Assignment/Mortgage.

5.1 Right to Assign. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively,



the “**Transmission Facilities Assets**”), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as “**Mortgages**” and the holders of the Mortgages, their designees and assigns are referred to herein as “**Mortgagees.**” Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee’s entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee’s rights or benefits as set forth in this Agreement.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor’s election, defend Grantor and Grantor’s officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee’s security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor’s lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee’s interest in the Easement Areas.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

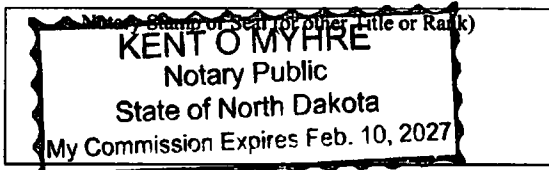
IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

Monty Schaefer
Monty Schaefer
Tori M. Schaefer
Tori M. Schaefer

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF Eddy)

This instrument was acknowledged before me on September 17, 2023,
Monty Schaefer and Tori M. Schaefer, husband and wife, Grantor(s).




[Signature]
Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTEE:

Flickertail Wind, LLC

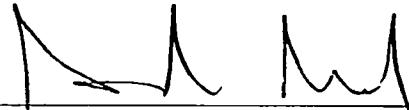
By: 

Paul White
Chief Manager

STATE OF Minnesota }
COUNTY OF Hennepin }ss

The foregoing instrument was acknowledged before me this 4 day of October, 2023 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Grantee).




Signature of Notary Public or Other Official

116196 Fee:\$65.00 Pg 9 of 12
State of North Dakota
County of Eddy
Recorded: 10/5/2023 at 1:41 PM
By Tiffany Harr, Recorder
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

EXHIBIT A

Legal Description

Township 148, Range 67, Eddy County, North Dakota
Section 22: NW ¼
PID 06000001092000

Township 148, Range 67, Eddy County, North Dakota
Section 22: SW ¼
PID 06000001093000



EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately seven thousand four hundred forty (7,440) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above-described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

EXHIBIT D
Coordination with Grantor

1. Grantor retains its right to install drain tile within the easement area so long as Grantor notifies Grantee 30 days in advance in writing of intent to install with general locations noted. Grantor's installation and use of drainage tile must not interfere with Grantee's ability to exercise its rights within the easement area.

116196 Fee:\$65.00 Pg 12 of 12

State of North Dakota
County of Eddy

Recorded: 10/5/2023 at 1:41 PM

Tiffany Hart, Recorder, By



Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

I hereby certify that the within instrument was filed in this office for record on 1/11/2024 at 2:06 PM, and was duly recorded as Document Number 116369

Recorder



By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

214548 Pg 1 of 6

**WELLS COUNTY Recorded: 1/12/2024 at 9:35 AM
ERECORDED**

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated January 11, 2024, and is made by Jerry Schuster and Penny Schuster, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy and Wells Counties, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 14, 2019, which was filed for record January 25, 2019 as Doc. No. 209052 in the records of the Wells County, North Dakota Recorder’s Office, and filed for record February 11, 2019 as Doc. No. 113757 in the

Schuster, Jerry & Penny - Memorandum of Lease (Existing)

records of the Eddy County, North Dakota, and further amended by Amendment to Wind Energy Lease and Easement Agreement dated July 1, 2019, which was filed for record July 15, 2019 as Doc. No. 114050 in the records of the Eddy County, North Dakota Recorder’s office, (the “Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated January 11, 2024, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.

2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Jerry & Penny Schuster
6177 22nd St NE
New Rockford ND 58356

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Jerry Schuster
Jerry Schuster

By: Penny Schuster
Penny Schuster

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

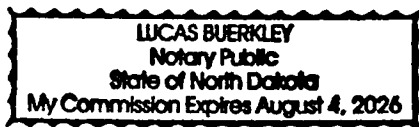
STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 6th day of December, 2023 by Jerry Schuster and Penny Schuster, husband and wife (Landlord).

(SEAL)

Lucas Buerkley

Notary Public
Commission Expires: 08/04/2026



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: [Signature]
Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 11 day of January, 2024 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



[Signature]
Notary Public
Commission Expires: 1/31/2025

**EXHIBIT A
Description of Premises**

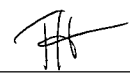
Parcel # 06222000
Southwest Quarter (SW ¼), Section 36, Township 150 North, Range 68 West, Wells
County, North Dakota.

Parcel # 12000002350100
East Half of the Northeast Quarter (E ½ NE ¼), Section 8, Township 149 North, Range 67
West, Eddy County, North Dakota.

Parcel # 12000002354000
Auditor's Lot 11, Section 8, Township 149 North, Range 67 West, Eddy County, North
Dakota.

Parcel # 12000002354100
Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), Section 8, Township 149 North,
Range 67 West, Eddy County, North Dakota.

Parcel # 18000004311000
South Half of the Southwest Quarter (S ½ SW ¼), Section 27, Township 150 North, Range
67 West, Eddy County, North Dakota.



214548 Pg 6 of 6

WELLS COUNTY Recorded: 1/12/2024 at 9:35 AM
ERECORDED

214548 Fee: \$20.00

RECORDER'S OFFICE, WELLS COUNTY, ND 1/12/2024 9:35 AM
I certify that this instrument was filed for record this date
CARRIE K. KRAUSE, County Recorder



By Carrie K. Krause

Return To :WHITE WIND VENTURES, LLC
618 2ND AVE SE

MINNEAPOLIS MN 55414

OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/24/2023 at 9:38 AM, and was duly recorded as Document Number 116249



WL-065

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 23, 2023, and is made by Dennis L. Silbernagel, a single person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated August 28, 2019, which was filed for record September 12, 2019 as Doc. No. 114130 in the records of the Eddy County, North Dakota Recorder’s Office, (the

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Oct 23, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Dennis Silbernagel
2422 Constellation Trail
Billings MT 59105

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Dennis Silbernagel
Dennis Silbernagel

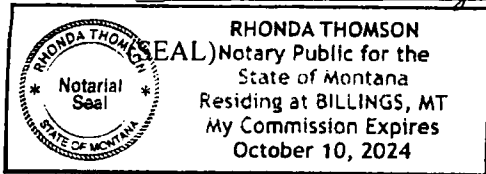
By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF Montana)
COUNTY OF Yellowstone) ss:


This instrument was acknowledged before me on this 29th day of September, 2023 by Dennis Silbernagel a single person (Landlord).



Rhonda Thomson
Notary Public
Commission Expires: 10/10/2024

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 23 day of October, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



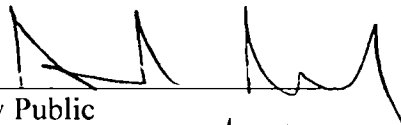

Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel #12000002376000
Northwest Quarter (NW ¼), Section 12, Township 149, Range 67, Eddy County, North
Dakota.

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/24/2023 at 9:38 AM, and was duly recorded as Document Number 116248



WL-066

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 23, 2023, and is made by Dennis Silbernagel, Trustee of the Dennis Silbernagel Trust dated March 27, 2012 (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated August 28, 2019, which was filed for record September 12, 2019 as Doc. No. 114131 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Silbernagel, Dennis Trust - Memorandum of Lease (Existing)

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Oct 23, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Dennis Silbernagel, Trustee
2422 Constellation Trail
Billings MT 59105

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Dennis Silbernagel Trust dated March 27, 2012

By: Dennis Silbernagel, Trustee
Dennis Silbernagel, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

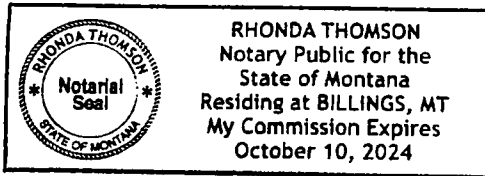
STATE OF Montana)
COUNTY OF Yellowstone) ss:

This instrument was acknowledged before me on this 29th day of September, 2023 by Dennis Silbernagel, Trustee of the Dennis Silbernagel Trust dated March 27, 2012 (Landlord).

(SEAL)

Rhonda Thomson

Notary Public
Commission Expires:



Silbernagel, Dennis Trust - Memorandum of Lease (Existing)

EXHIBIT A
Description of Premises

Parcel # 12000002375000

Northeast Quarter (NE ¼), Section 12, Township 149, Range 67, Eddy County, North Dakota.

*Silbernagel, Dennis Trust - Memorandum
of Lease (Existing)*


5

116248 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/24/2023 at 9:38 AM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/13/2023 at 10:02 AM, and was duly recorded as Document Number 116207



WL-067

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 10, 2023, and is made by Thomas Silbernagel, an individual; Thomas Silbernagel, as Trustee of the Thomas Silbernagel Trust dated March 27, 2012 ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 15, 2019, which was filed for record July 26, 2019 as Doc. No. 114066 in the records of the Eddy County, North Dakota Recorder's Office,


*Silbernagel, Thomas - Memorandum
of Lease (Existing)*

1

116207 Fee:\$65.00 Pg 1 of 8

State of North Dakota
County of Eddy

Recorded: 10/13/2023 at 10:02 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

(the

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Thomas Silbernagel
W5844 Rolling Hills Dr
Neillsville WI 54456

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Thomas Silbernagel Trust dated March 27, 2012

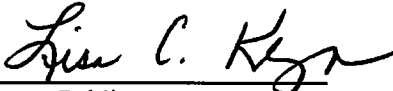
By:  Trustee
Thomas Silbernagel, Trustee

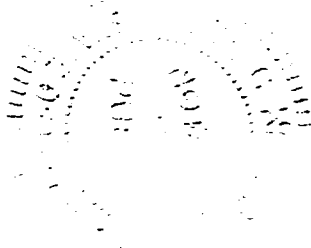
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF WISCONSIN)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on this 12 day of SEPT., 2023 by Thomas Silbernagel, as Trustee of the Thomas Silbernagel Trust dated March 27, 2012 (Landlord).

(SEAL)


Notary Public
Commission Expires: 9/3/2024






116207 Fee:\$65.00 Pg 4 of 8

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:02 AM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: Thomas Silbernagel Trustee
Thomas Silbernagel

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF WISCONSIN)
COUNTY OF CLARK) ss:

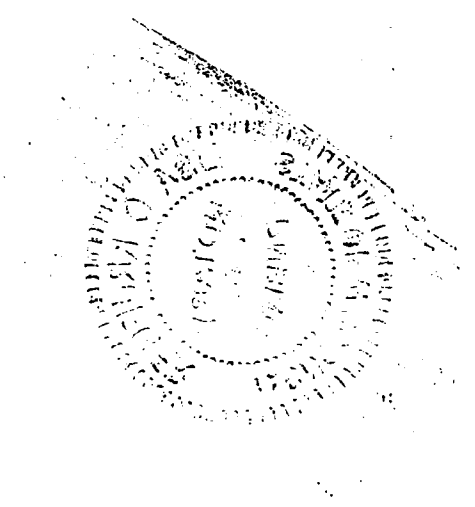
This instrument was acknowledged before me on this 12 day of SEPT, 2023 by Thomas Silbernagel, an individual (Landlord).

(SEAL)

Lisa C. Ryan
Notary Public
Commission Expires: 9/3/24



Silbernagel, Thomas - Memorandum of Lease (Existing)




116207 Fee:\$65.00 Pg 6 of 8

State of North Dakota

County of Eddy

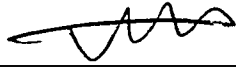
Recorded: 10/13/2023 at 10:02 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 10 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



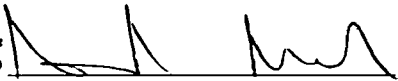

Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 11000001987000

Lot 1 and the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), all in Section 7, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 11000001987100

Lot 2 and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), all in Section 7, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 12000002377000

North Half of the Southwest Quarter (N ½ SW ¼), Section 12, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002379000

Southeast Quarter (SE ¼), Section 12, Township 149, Range 67, Eddy County, North Dakota, LESS Auditor's Lot 2.

*Silbernagel, Thomas - Memorandum
of Lease (Existing)*


6

116207 Fee:\$65.00 Pg 8 of 8

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:02 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

State of North Dakota
County of Eddy

I hereby certify that the within instrument was filed in this office for record on 12/29/2023 at 2:26 PM, and was duly recorded as Document Number 116353



Tiffany Harr

Recorder

By *Rebecca Anderson*

Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated December 29, 2023 and is made by Charles N. Smith, Jr and Elaine Smith, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 16, 2019, which was filed for record July 26, 2019 as Doc. No. 114063 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated December 29, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Chuck & Elaine Smith, Jr.
672 Park Rd
Lansdale PA 19446

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Charles N. Smith, Jr
Charles N. Smith, Jr

By: Elaine Smith
Elaine Smith

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF Pennsylvania
COUNTY OF Montgomery) ss:

This instrument was acknowledged before me on this 17 day of November 2023 by Charles N. Smith, Jr. and Elaine Smith, husband and wife (Landlord).

(SEAL)

Natalia Melnyk
Notary Public
Commission Expires: 5/19/2027

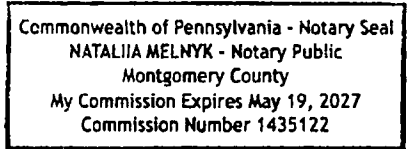


EXHIBIT A
Description of Premises

Parcel # 16000003652000

Northeast Quarter (NE ¼), Section 20, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003654000

Southwest Quarter (SW ¼), Section 20, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003655000

Southeast Quarter (SE ¼), Section 20, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003693000, 16000003694000

North Half (N ½), Section 29, Township 150, Range 65, Eddy County, North Dakota.

RA



I hereby certify that the within instrument was filed in this office for record on 2/18/2025 at 3:21 PM, and was duly recorded as Document Number 117077

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

GOOD NEIGHBOR AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

This Good Neighbor Agreement (“**Agreement**”) is entered into and effective the 18 day of Feb, 2025 by and between Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate, its successors and/or assigns (collectively, “**Wind Company**”) whose address is: 901 N. 3rd St, #220, Minneapolis, MN 55401 and John O. Soderholm, Paul R. Soderholm, Cynthia Soderholm Hanson, and Beverly Soderholm (“**Owners**”), whose address is: 7456 29th St. NE Sheyenne, ND 58374.

RECITALS

1. Wind Company is developing a wind energy conversion facility (the “**Project**”) on property located in Eddy County, North Dakota.
2. Owner owns an inhabited rural residence or other inhabited structure located in the City of Sheyenne, County of Eddy, identified as Tax Map Parcel No. 16000003584000 being further described in a warranty deed, recorded on October 12, 2011, in the Eddy County Clerk’s office Instrument No. 109282, that meets the criteria for setbacks as regulated by applicable state, county, and township requirements located on that certain real property described on the attached Exhibit A (the “**Premises**”).
3. Owner wishes to waive any and all setbacks and setback requirements, and the enforcement thereof, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the applicable county and/or local zoning ordinance(s) or in any governmental entitlement or permit heretofore or hereafter issued to Wind

Company, its permitted successors, assigns or affiliates, and to allow neighboring properties to participate in the Project and to allow Project wind turbines to be located closer than such setback requirements would otherwise allow.

4. In lieu of such setback requirements waived by Owner under this Agreement, Wind Company is willing to agree that it will not locate any Project wind turbines within one-quarter (1/4) mile of an inhabited rural residence or other inhabited structure that meets the criteria for setbacks as regulated by applicable state, county, and township requirements

NOW, THEREFORE, in consideration of the above promises and the mutual promises and covenants set forth below, the adequacy and receipt of which are acknowledged, Owner and Wind Company agree that the recitals set forth above are true and correct in all material respects and hereby incorporated in this Agreement and further agree as follows:

AGREEMENT

1. Grant of Effects, Shadow Flicker, and Sound and Shadow Easements and Waivers. Owner hereby grants and conveys to Wind Company an exclusive easement on, over, under and across all of the Premises to permit wind turbines located on adjacent property, or elsewhere, to cast shadows or flicker onto the Premises, impact view or cause visual effects from the Premises, and cause or emit noise, vibration, air turbulence, wake, and electromagnetic and frequency interference. Owner covenants and agrees that the Owner shall not assert that the Windpower facilities constitute a nuisance.
2. Waiver of Setbacks. To the extent permitted by applicable law and regulations, Owner hereby waives any and all setbacks and setback requirements, and the enforcement thereof, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the applicable state, county, and/or township ordinance(s) or in any governmental entitlement or permit heretofore or hereafter issued to the Wind Company and/or the Project. Subject to the provisions of Section 3 below, Owner specifically agrees that Wind Company may locate its wind turbines less than one (1) mile from an inhabited rural residence or other inhabited structure that meets the criteria for setbacks as regulated by applicable state, county, and township requirements. If requested by Wind Company, Owner shall promptly execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority.

3. Turbine Location(s). Wind Company will not locate any Project wind turbines closer than one quarter (1/4) mile from an inhabited rural residence or other inhabited structure that meets the criteria for setbacks as regulated by applicable state, county, and township requirements, measured as the linear distance from the base of the wind turbine to the exterior of the inhabited rural residence or other inhabited structure that meets the criteria for setbacks as regulated by applicable state, county, and township requirements located on the Premises, as depicted on the attached Exhibit B (the "GIS/Parcel Map"). The parties acknowledge and agree that Exhibit B will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B prior to recording is intentional and does not in any way affect the validity of this Agreement.
4. Effective Date and Expiration Dates. This Agreement shall be effective, and the term of the Agreement (the "Term") shall commence on the date (the "Effective Date") which is specified above in the introductory paragraph of the Agreement. The Term shall end on that date (the "Effective Date") which is 380 full calendar months following the Commercial Operation Date. The "Commercial Operation Date" shall be the earlier of (i) the date upon which all Turbines within the Project are fully installed, commissioned, operational and producing and transmitting commercial quantities of electricity for sale and all approvals necessary for full commercial operation to occur have been obtained by the Wind Company, or (ii) the date that Wind Company delivers written notice to Owner electing to trigger the Commercial Operation Date.
5. Compensation. As the consideration for this Agreement and the grant of the waivers in Sections 1 and 2 above, Wind Company agrees to make payment(s) to Owner as described in Exhibit C. The parties acknowledge and agree that Exhibit C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit C prior to recording is intentional and does not in any way affect the validity of this Agreement.
6. Termination. Notwithstanding any provisions herein to the contrary, this Agreement is subject to the following:
 - (a) This Agreement shall terminate after five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (I) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (II) a transmission interconnection request is in process and not under suspension.
 - (b) After the Commercial Operation Date, Owner shall be permitted to terminate this Agreement upon written notice to Wind Company if the

Project has not operated for a period of three (3) years or more, unless Owner receives the normal annual payments that would have occurred if the Project had been operating during that time.

(c) Wind Company shall have the right to terminate this Agreement as to all or any part of the Premises, at any time and from time to time, upon written notice to Owner.

7. Limited Release. Effective upon execution and delivery of this Agreement and payment of the consideration set forth in the attached Exhibit C, Owner hereby irrevocably and unconditionally forever releases and discharges any claims or causes of action Owner may have against Wind Company and its financiers and agents arising from or related to the Project so long as Wind Company complies with Section 2 above, and any related similar claims for nuisance or other damages based on the location or operation of the Project or its effects on Owner or the Premises. Owner retains any and all other rights and remedies it may have against any other person and against Wind Company for any breach of this Agreement.
8. Confidentiality. The terms of this Agreement shall be kept confidential by all parties, except that either party may share the terms with their respective attorneys, financiers or accountants provided that each such recipient also agrees to keep the information confidential.
9. Counterparts. This Agreement may be executed in two (2) or more counterparts and different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.
10. Electronic Signatures. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic transmission in portable document format (PDF) or by DocuSign or similar electronic signature process, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
11. Successors and Assigns. Each of the covenants, conditions and provisions of this Agreement shall extend to and shall, as the case may require, bind or inure to the benefit not only of Owner and of Wind Company, but also of their respective heirs, personal representatives, successors or assigns.
12. Owner's Reserved Rights. Nothing contained in this Agreement shall limit Owner's right to use Owner's Premises for any residential, recreational and/or commercial use, provided same does not unreasonably interfere with the

Project. Owner may sell, mortgage, assign or convey away all or part of the Owner's interest in Owner's Premises without consent of Wind Company, but any conveyance shall be subject to the terms of this Agreement.

13. Governing Law. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of North Dakota.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, Owner and Wind Company have executed this Agreement as of the date and year first written above.

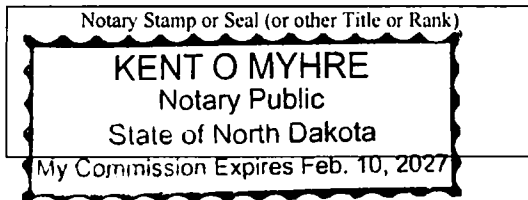
OWNER:

By: <i>[Signature]</i>	By: <i>[Signature]</i>
Name: <u>PAM C SODERHOLM</u>	Name: <u>John Soderholm</u>

ACKNOWLEDGMENT

STATE OF NORTH DAKOTA)
COUNTY OF Eddy) ss:

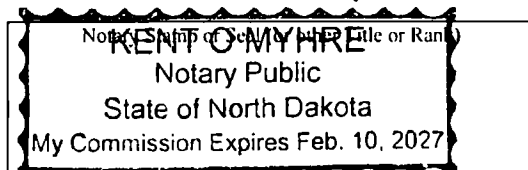
This instrument was acknowledged before me on this 9 day of January 2025 by Pam Soderholm married to SINGLE (Owner).
[Handwritten: km, John Soderholm]



[Signature]
Signature of Notary Public or Other Official

STATE OF ~~Eddy~~ ND) **ACKNOWLEDGMENT**
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 9 day of January 2025 by John Soderholm married to SINGLE (Owner).
[Handwritten: km]



[Signature]
Signature of Notary Public or Other Official

OWNER:

<i>Beverly Soderholm</i>
Name: <i>Beverly Soderholm</i>

ACKNOWLEDGMENT

STATE OF NORTH DAKOTA)

COUNTY OF Eddy) ss:
)

This instrument was acknowledged before me on this 9 day of January 2025 by Beverly Soderholm, married to Single (Owner).

Notary, Name or Seal (or other Title or Rank)
KENT O MYHRE
Notary Public
State of North Dakota
My Commission Expires Feb. 10, 2027

KM

[Signature]

Signature of Notary Public or Other Official

By: Cynthia S. Hanson
Name: Cynthia S. Hanson

ACKNOWLEDGMENT

NEW YORK
STATE OF ~~NORTH DAKOTA~~)
COUNTY OF NEW YORK) ss:

This instrument was acknowledged before me on this 21 day of JAN, 2025 by CYNTHIA S HANSON married to PERSON (Owner).
KT

Notary Stamp or Seal (or other Title or Rank)
KEVIN HEREDIA
Notary Public - State of New York
NO. 01HE6419405
Qualified in Bronx County
My Commission Expires Jul 6, 2025

Official

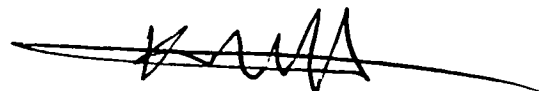

Signature of Notary Public or Other

Exhibit A

Legal Description of Premises

Parcel # 16000003584000

Auditor's Lot Two (2) and the South Half of the Northeast Quarter (S ½ NE ¼) and the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section 9, Township 150 North, Range 65 West of the 5th P.M., Eddy County, North Dakota.



I hereby certify that the within instrument was filed in this office for record on 11/6/2023 at 2:22 PM, and was duly recorded as Document Number 116266

Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated November 6, 2023, and is made by John Soderholm, a single person; Paul Soderholm, a single person ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated February 6, 2019, which was filed for record February 15, 2019 as Doc. No. 113764 in the records of the Eddy County, North Dakota

*Soderholm & Soderholm - Memorandum
of Lease (Existing)*

Recorder's Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated November 6, 2023 which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
John Soderholm
2967 Hwy 281, Sheyenne ND 58374

Paul Soderholm
7456 29th St NE, Sheyenne ND 58374

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: John Soderholm
John Soderholm

By: _____

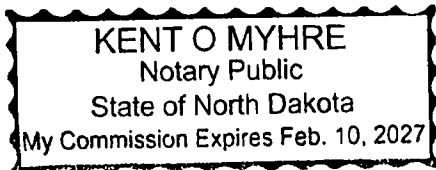
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 31 day of October, 2023 by John Soderholm a single person (Landlord).

(SEAL)



[Signature]
Notary Public
Commission Expires: 2/10/2027

*Soderholm & Soderholm - Memorandum
of Lease (Existing)*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: [Signature]
Paul Soderholm

By: _____

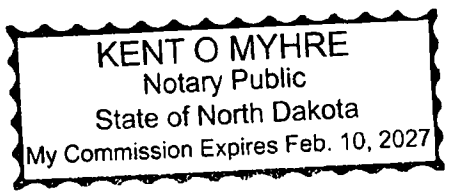
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 31 day of October, 2023 by Paul Soderholm a single person (Landlord).


(SEAL)



[Signature]
Notary Public
Commission Expires: 2/10/27

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 6 day of November, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



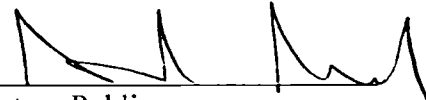

Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 17000003867000
Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), Section 11, Township 150,
Range 66, Eddy County, North Dakota.

Parcel # 17000003868000
Northwest Quarter (NW ¼), Section 11, Township 150, Range 66, Eddy County, North
Dakota.

Parcel # 17000003870000
West Half of the Southwest Quarter (W ½ SW ¼), Section 11, Township 150, Range 66,
Eddy County, North Dakota.

Parcel # 17000003875000
Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Section 12, Township 150,
Range 66, Eddy County, North Dakota.

Parcel # 17000003876000
East Half of the Southwest Quarter (E ½ SW ¼), Section 12, Township 150, Range 66,
Eddy County, North Dakota.

Parcel # 17000003877000
West Half of the Southwest Quarter (W ½ SW ¼), Section 12, Township 150, Range 66,
Eddy County, North Dakota.

Parcel # 17000003879000
Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼), Section 12, Township 150,
Range 66, Eddy County, North Dakota.

*Soderholm & Soderholm - Memorandum
of Lease (Existing)*

6

116266 Fee:\$20.00 Pg 6 of 6

State of North Dakota
County of Eddy

Recorded: 11/6/2023 at 2:22 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

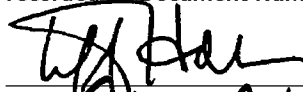
RA

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

WL-071



I hereby certify that the within instrument was filed in this office for record on 11/27/2023 at 3:32 PM, and was duly recorded as Document Number 116299

 _____ Recorder

By  _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated November 27, 2023, and is made by David G. Steinbach and Kathleen A. Steinbach, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 28, 2019, which was filed for record June 5, 2019 as Doc. No. 113948 in the records of the Eddy County, North Dakota Recorder’s Office,

*Steinbach - Memorandum
of Lease (Existing)*

1

116299 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 11/27/2023 at 3:32 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321



the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated November 27, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
David & Kathleen Steinbach
6023 23rd St NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

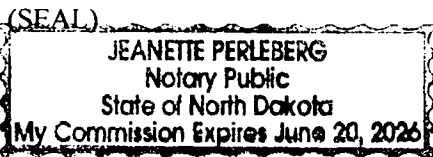
By: David G. Steinbach
David G. Steinbach

By: Kathleen A. Steinbach
Kathleen A. Steinbach

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

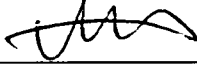
This instrument was acknowledged before me on this 2nd day of Nov, 2023 by David G. Steinbach and Kathleen A. Steinbach, husband and wife (Landlord).



Jeanette Perleberg
Notary Public
Commission Expires: 6/20/2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 27 day of November, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)


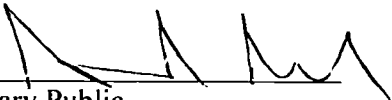
 
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 12000002337000, 12000002338000, 12000002339000, 12000002340000
All of Section 6, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002341000
Northeast Quarter (NE ¼), Section 7, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002342000
Lots 1 and 2, and the East Half of the Northwest Quarter (E ½ NW ¼), all in Section 7, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002350000
West Half of the Northeast Quarter (W ½ NE ¼), Section 8, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002354300
Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), Section 8, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002356000
Auditor Lot 9, Section 8, Township 149, Range 67, Eddy County, North Dakota.

*Steinbach - Memorandum
of Lease (Existing)*

5

116299 Fee:\$20.00 Pg 5 of 5

State of North Dakota
County of Eddy

Recorded: 11/27/2023 at 3:32 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/3/2023 at 1:31 PM, and was duly recorded as Document Number 116189



WL-072

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 3, 2023, and is made by Nickolie Alan Thompson, and Jacqueline M. Thompson, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 8, 2019, which was filed for record January 14, 2019 as Doc. No. 113707 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Thompson, N. - Memorandum of Lease (Existing)

1

116189 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 10/3/2023 at 1:31 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 3, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Alan & Jacqueline Thompson
PO Box 121
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:
By: [Signature]
Nickolie Alan Thompson

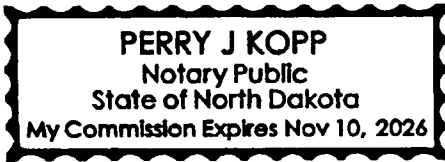
By: [Signature]
Jacqueline M. Thompson

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Benson)

This instrument was acknowledged before me on this 26 day of September, 2023 by Nickolie Alan Thompson, and Jacqueline M. Thompson, husband and wife (Landlord).

(SEAL)



Perry J Kopp
Notary Public
Commission Expires: 11/10/26

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 3 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



_____ [Signature]
Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 16000003561000

Lot 4, Auditor Lots 1, 2, 3, 4, all in Section 5, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003562300

Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), all in Section 5, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003563000

Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section 5, Township 150, Range 65, Eddy County, North Dakota.



I hereby certify that the within instrument was filed in this office for record on 10/31/2023 at 1:45 PM, and was duly recorded as Document Number 116258

Recorder

By _____ Deputy

Fee:\$ 25.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 30, 2023, and is made by LeRoy M. Throlson and Eunice L. Throlson, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated December 27, 2018, which was filed for record January 4, 2019 as Doc. No. 113691 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Throlson, LeRoy - Memorandum of Lease (Existing)

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 30, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
LeRoy & Eunice Throlson
7160 29th St NE
Sheyenne ND 5874

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

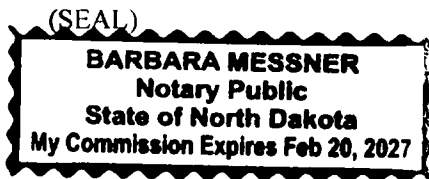
By: LeRoy M. Throlson
LeRoy M. Throlson

By: Eunice L. Throlson
Eunice L. Throlson

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

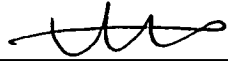
This instrument was acknowledged before me on this 24th day of October, 2023 by LeRoy M. Throlson and Eunice L. Throlson, husband and wife (Landlord).



Barbara Messner
Notary Public
Commission Expires: 2/20/2027

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 30 day of October, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)

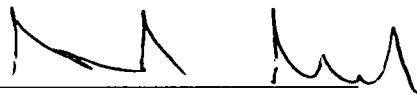

ANGELI J MODJESKI
Notary Public, State of Minnesota
My Commission Expires
January 31, 2025
Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 16000003565000

Lots 1 and 2, South Half of the Northeast Quarter (S ½ NE ¼), all in Section 6, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003571000

North Half of the Southeast Quarter (N ½ SE ¼), Section 6, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003572000

Northeast Quarter (NE ¼), Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003573000

Lots 1 and 2, East Half of the Northwest Quarter (E ½ NW ¼), all in Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003574000

Lot 3, Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼), all in Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003577000

North Half of the Southeast Quarter (N ½ SE ¼), Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003581000

Northwest Quarter (NW ¼), Section 8, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 17000003765000

South Half of the Southwest Quarter (S ½ SW ¼), Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003768000

Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼), Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003859000

East Half of the Northeast Quarter (E ½ NE ¼), Section 10, Township 150, Range 66, Eddy County, North Dakota, LESS 6.06 acres in the NE ¼ NE ¼ of Section 10 belong to Swedish Lutheran Church of Sheyenne ND, used for a cemetery.

Throlson, LeRoy - Memorandum of Lease (Existing)


5

116258 Fee:\$25.00 Pg 5 of 6

State of North Dakota

County of Eddy

Recorded: 10/31/2023 at 1:45 PM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

Parcel # 17000003864000
East Half of the Southeast Quarter (E ½ SE ¼), Section 10, Township 150, Range 66,
Eddy County, North Dakota.

Parcel # 17000003873000
Northeast Quarter (NE ¼), Section 12, Township 150, Range 66, Eddy County, North
Dakota.

Parcel # 17000003874000
Northwest Quarter (NW ¼ NW ¼), East Half of the Northwest Quarter (E ½ NW ¼), all in
Section 12, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003878000
North Half of the Southeast Quarter (N ½ SE ¼), Section 12, Township 150, Range 66,
Eddy County, North Dakota.

Parcel # 17000003880000
Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼), Section 12, Township 150,
Range 66, Eddy County, North Dakota.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 8/27/2024 at 11:51 AM, and was duly recorded as Document Number 116775



WL-074 a

Recorder

By _____ Deputy

Fee: \$ 25.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated August 24, 2024, and is made by LeRoy M. Throlson and Eunice L. Throlson, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Wind Company").

RECITALS:

WHEREAS, Landlord is the owner of that real property located in Eddy County, North Dakota (the "**Property**"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Landlord and Wind Company entered into a Wind Energy Lease and Easement Agreement dated October 30, 2023, (hereinafter the "**Lease**") by which Wind Company is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 31, 2023 as Document Number 116258;

WHEREAS, Landlord and Wind Company wish to modify Exhibit A of the Lease to correct the legal description of the real property subject to the Lease.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Landlord and Tenant hereby agree to the following:

1. Exhibit A of the Lease is replaced with the Amended Exhibit A attached to this Amendment.

Throlson, LeRoy- Memo of Amendment to Lease to correct legal

1

116775 Fee:\$25.00 Pg 1 of 6

State of North Dakota
County of Eddy

Recorded: 8/27/2024 at 11:51 AM

Tiffany Harr, Recorder, By

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Landlord:

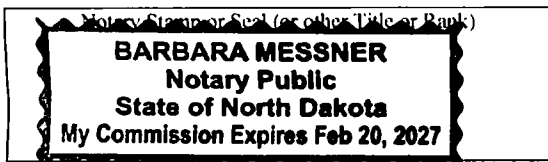
By: LeRoy M. Throlson
LeRoy M. Throlson

By: Eunice L. Throlson
Eunice L. Throlson

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 15th day of August, 2024 by LeRoy M. Throlson, married to Eunice L. Throlson, (Landlord).



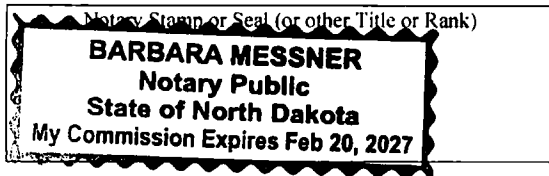
Barbara Messner
Signature of Notary Public or Other Official

Throlson, LeRoy- Memo of Amendment to Lease to correct legal

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 15th day of August, 2024 by Eunice L. Throlson, married to LeRoy M. Throlson,. (Landlord).



Barbara Messner
Signature of Notary Public or Other Official

Throlson, LeRoy- Memo of Amendment to Lease to correct legal

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Wind Company -

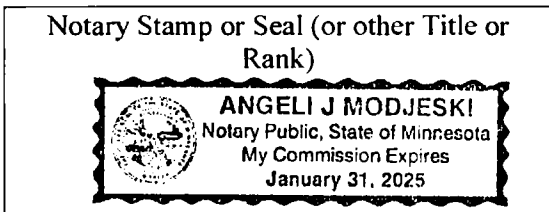
Flickertail Wind, LLC


By: _____


Paul White
Chief Manager

STATE OF MINNESOTA }
 }SS
COUNTY OF Hennepin }

The foregoing instrument was acknowledged before me this 26 day of August, 2024 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Wind Company).





Notary Public

AMENDED EXHIBIT A
Description of Real Property

Parcel 1

Parcel ID No.: 16000003565000

Lots 1 and 2, and the South Half of the Northeast Quarter, all in Section 6, Township 150, Range 65, Eddy County, North Dakota.

Parcel 2

Parcel ID No.: 16000003571000

North Half of the Southeast Quarter, Section 6, Township 150, Range 65, Eddy County, North Dakota.

Parcel 3

Parcel ID No.: 16000003572000

Northeast Quarter, Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel 4

Parcel ID No.: 16000003573000

Lots 1 and 2, and the East Half of the Northwest Quarter, all in Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel 5

Parcel ID No.: 16000003574000

Lot 3 and the Northeast Quarter of the Southwest Quarter, all in Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel 6

Parcel ID No.: 16000003577000

North Half of the Southeast Quarter, Section 7, Township 150, Range 65, Eddy County, North Dakota.

Parcel 7

Parcel ID No.: 16000003581000

Northwest Quarter, Section 8, Township 150, Range 65, Eddy County, North Dakota.

Parcel 8

Parcel ID No.: 17000003765000

South Half of the Southwest Quarter, Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel 9

Throlson, LeRoy- Memo of Amendment to Lease to correct legal

Parcel ID No.: 17000003768000

Southwest Quarter of the Southeast Quarter, Section 1, Township 150, Range 66, Eddy County, North Dakota.

Parcel 10

Parcel ID No.: 17000003859000

East Half of the Northeast Quarter, Section 10, Township 150, Range 66, Eddy County, North Dakota.

EXCEPT 6.06 acres in the Northeast Quarter of the Northeast Quarter of Section 10 belonging to Swedish Lutheran Church of Sheyenne, ND, used for a cemetery, described as Auditor's Lots 2 and 3 of the Northeast Quarter, Section 10, Township 150, Range 66, Eddy County, North Dakota.

Parcel 11

Parcel ID No.: 17000003864000

East Half of the Southeast Quarter, Section 10, Township 150, Range 66, Eddy County, North Dakota.

Parcel 12

Parcel ID No.: 17000003873000

Northeast Quarter, Section 12, Township 150, Range 66, Eddy County, North Dakota.

Parcel 13

Parcel ID No.: 17000003874000

Northwest Quarter of the Northwest Quarter and the East Half of the Northwest Quarter, all in Section 12, Township 150, Range 66, Eddy County, North Dakota.

Parcel 14

Parcel ID No.: 17000003878000

North Half of the Southeast Quarter, Section 12, Township 150, Range 66, Eddy County, North Dakota.

Parcel 15

Parcel ID No.: 17000003880000

Southeast Quarter of the Southeast Quarter, Section 12, Township 150, Range 66, Eddy County, North Dakota.

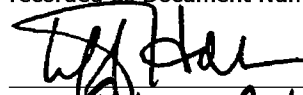
Throlson, LeRoy- Memo of Amendment to Lease to correct legal

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

WL-075



I hereby certify that the within instrument was filed in this office for record on 9/28/2023 at 1:17 PM, and was duly recorded as Document Number 116182



Recorder

By  Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated Sept 28, 2023, and is made by Scott R Throlson, a single person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 8, 2019, which was filed for record January 14, 2019 as Doc. No. 113708 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Throlson, Scott - Memorandum of Lease (Existing)

1

116182 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 9/28/2023 at 1:17 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**



- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Sept 28, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Scott Throlson
1042 Lawler Ave
Grafton ND 58237

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Scott Throlson
Scott R. Throlson

By: _____

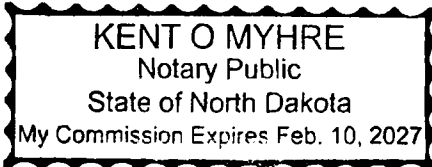
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 25 day of September, 2023 by
Scott R. Throlson as single person (Landlord).
KOR

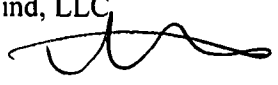
(SEAL)



[Signature]
Notary Public
Commission Expires:

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

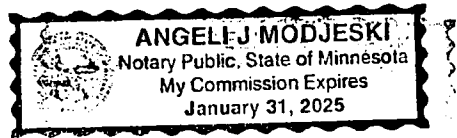
By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) SS:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 28 day of September, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



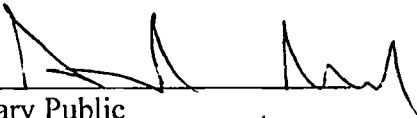

Notary Public
Commission Expires: 1/31/25



EXHIBIT A
Description of Premises

Parcel # 17000003927000

Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Section 19, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003932000

Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section 19, Township 150, Range 66, Eddy County, North Dakota.

RA

OFFICE OF COUNTY RECORDER

WL-078

**State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/16/2023 at 8:47 AM, and was duly recorded as Document Number 116216



Tiffany Harr Recorder

By Rebecca Anderson Deputy
Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 10, 2023, and is made by Carol M. Rosenau Living Trust dated December 22, 2017; Tuntland Family Living Trust dated December 15; Ilo Fox, an individual ("Original Landlord") Carol M. Rosenau Family Trust dated May 8, 2019; Tuntland Family Living Trust dated December 15; Ilo Fox, a single person (hereinafter collectively "Landlord"), and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. The parties acknowledge that Original Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 29, 2019,

Tuntland Trust Et Al - Memorandum of Lease (Existing)

which was filed for record February 4, 2019 as Doc. No. 113747 in the records of the Eddy County, North Dakota Recorder's Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023 which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Carol M. Rosenau Family Trust
120 Fifth Ave S, Carrington ND 58421

Tuntland Family Living Trust
19286 Champion Lane, Huntington Beach
CA 92648

Ilo Fox
1709 25th Ave S #377, Fargo ND 58103

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Carol M. Rosenau Family Trust dated May 8, 2019

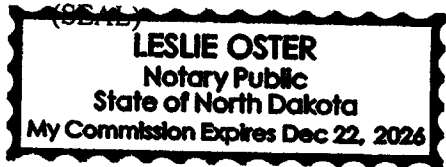
By: Jack A. Rosenau
Jack A. Rosenau, Co-Trustee

By: Gaylen W. Rosenau
Gaylen W. Rosenau, Co-Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Foster)

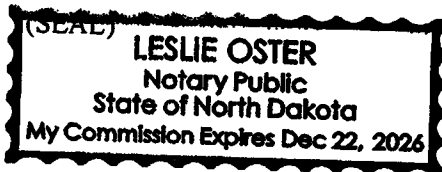
This instrument was acknowledged before me on this 22 day of Sept, 2023 by Jack A. Rosenau, Co-Trustee of the Carol M. Rosenau Family Trust dated May 8, 2019 (Landlord).



Leslie Oster
Notary Public
Commission Expires: 12/22/26

STATE OF ND)
) ss:
COUNTY OF Foster)

This instrument was acknowledged before me on this 22 day of Sept, 2023 by Gaylen W. Rosenau, Co-Trustee of the Carol M. Rosenau Family Trust dated May 8, 2019 (Landlord).



Leslie Oster
Notary Public
Commission Expires: 12/22/26

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Tuntland Family Living Trust dated December 15, 1999

By: Darrell I. Tuntland
Darrell I. Tuntland, Trustee

By: Carol F. Tuntland
Carol F. Tuntland, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____, 202__ by Darrell I. Tuntland and Carol F. Tuntland, Trustees of the Tuntland Family Living Trust dated December 15, 1999 (Landlord).

(SEAL)

Notary Public
Commission Expires:

**See Notary
Attachment**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

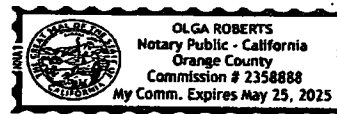
On September 28th, 2023 before me, Olga Roberts, Notary Public
(insert name and title of the officer)

personally appeared Darrell I. Tuntland and Carol F. Tuntland
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Olga Roberts (Seal)



RA

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: Ilo Fox
Ilo Fox

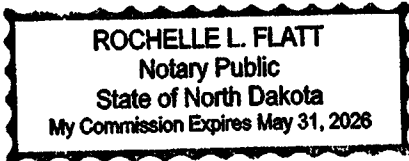
By: _____
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF CASS) ss:

This instrument was acknowledged before me on this 22nd day of September, 2023 by ILO FOX a single person (Landlord).
RF

(SEAL)



Rochelle L Flatt
Notary Public
Commission Expires:

RA

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 10 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 11000001971000
Auditor Lots 2 and 3, Section 5, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 11000001974000
Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) Section 5, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 11000001977000
Southwest Quarter (SW ¼) Section 5, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 17000003987000
Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003990000
West Half of the Northwest Quarter (W ½ NW ¼) and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003991000
Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003995000
Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000004001300
Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) and Auditor Lot 4B, all in Section 29, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000004018000
Northeast Quarter (NE ¼) Section 32, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000004019000
Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), Section 32, Township 150, Range 66, Eddy County, North Dakota.





State of North Dakota
County of Eddy

I hereby certify that the within instrument was filed in this office for record on 7/18/2024 at 8:11 AM, and was duly recorded as Document Number 116691

Tiffany Harr

Recorder

By *Rebecca Anderson* Deputy
Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated July 17, 2024, and is made by Carol M. Rosenau Family Trust dated May 8, 2019; Tuntland Family Living Trust dated December 15; Ilo Fox, a single person, ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Wind Company").

RECITALS:

WHEREAS, Landlord is the owner of that real property located in Eddy County, North Dakota (the "Property"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Landlord and Wind Company entered into a Wind Energy Lease and Easement Agreement dated October 10, 2023 (hereinafter the "Lease") by which Wind Company is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 16, 2023 as document number 116216;

WHEREAS, Landlord and Wind Company wish to modify Exhibit A of the Lease to correct the legal description of the real property subject to the Lease.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Landlord and Tenant hereby agree to the following:

- 1. Exhibit A of the Lease is replaced with the Amended Exhibit A attached to this Amendment.

Tuntland et al- Memo of Amendment to Lease to correct legal

2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

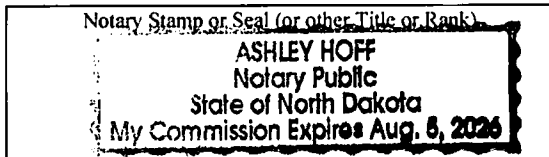
Landlord: Carol M. Rosenau Family Trust dated May 8, 2019

Signed: <u>Jack A Rosenau</u>	Signed: <u>Gaylen W. Rosenau</u>
Name: Jack A. Rosenau	Name: Gaylen W. Rosenau
Title: Co-Trustee	Title: Co - Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT.

STATE OF North Dakota)
) ss:
 COUNTY OF Foster)

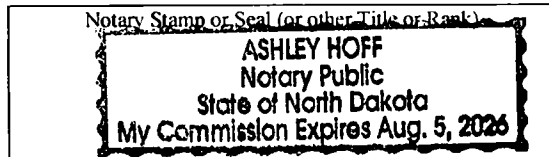
This instrument was acknowledged before me on this 7th day of July, 2024 by Jack A. Rosenau, Co-Trustee of the Carol M. Rosenau Family Trust dated May 8, 2019 (Landlord).



Ashley Hoff
 Signature of Notary Public or Other Official

STATE OF North Dakota)
) ss:
 COUNTY OF Foster)

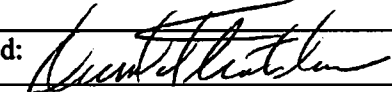
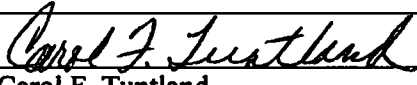
This instrument was acknowledged before me on this 7th day of July, 2024 by Gaylen W. Rosenau, Co-Trustee of the Carol M. Rosenau Family Trust dated May 8, 2019 (Landlord).



Ashley Hoff
 Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Landlord: Tuntland Family Living Trust dated December 15, 1999

Signed: 	Signed: 
Name: Darrell I. Tuntland	Name: Carol F. Tuntland
Title: Co-Trustee	Title: Co-Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____, 2024 by Darrell I. Tuntland and Carol F. Tuntland, Trustees of the Tuntland Family Living Trust dated December 15, 1999 (Landlord).

See Notary Attachment

Notary Stamp or Seal (or other Title or Rank)

Signature of Notary Public or Other Official

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

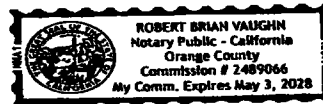
On JULY 8, 2024 before me, ROBERT BRIAN VAUGHN, Notary Public
(Insert name and title of the officer)

personally appeared DARRELL I. TUNTLAND AND CAROL F. TUNTLAND
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robert Vaughn (Seal)



RA

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Landlord:

By: Ilo Fox
Ilo Fox

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

STATE OF NORTH DAKOTA
COUNTY OF CASS) ss:
)

This instrument was acknowledged before me on this 11 day of July 2024 by Ilo Fox, single (Landlord).

Notary Stamp or Seal (or other Title or Rank)
Larissa Marie Driscoll
Notary Public
State of North Dakota
My Comm. Expires 02/18/2027

[Signature]
Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

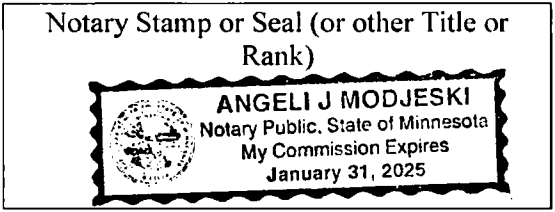
Wind Company -
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA }
 }ss
COUNTY OF Hennepin }

The foregoing instrument was acknowledged before me this 17 day of July, 2024 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Wind Company).



Notary Public

AMENDED EXHIBIT A
Description of Real Property

Parcel 1

Parcel ID No.: 11000001971000

Auditor Lots 2 and 3, Section 5, Township 149, Range 66, Eddy County, North Dakota.

Parcel 2 - Parcel ID No.: 11000001974000

Southeast Quarter of the Northwest Quarter, Section 5, Township 149, Range 66, Eddy County, North Dakota.

Parcel 3 - Parcel ID No.: 11000001977000

Southwest Quarter, Section 5, Township 149, Range 66, Eddy County, North Dakota.

Parcel 4 - Parcel ID No.: 17000003987000

Southwest Quarter of the Northeast Quarter, Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel 5 - Parcel ID No.: 17000003990000

West Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter, Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel 6 - Parcel ID No.: 17000003991000

That portion of the Northeast Quarter of the Southwest Quarter, lying North of the Burlington Northern Railway right-of-way in Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel 7 - Parcel ID No.: 17000003995000

That portion of the Northwest Quarter of the Southeast Quarter, lying North of the Burlington Northern Railway right-of-way in Section 28, Township 150, Range 66, Eddy County, North Dakota.

Parcel 8 - Parcel ID No.: 17000004001300

Northwest Quarter of the Southwest Quarter and Auditor Lot 4B, all in Section 29, Township 150, Range 66, Eddy County, North Dakota.

Parcel 9 - Parcel ID No.: 17000004018000

Northeast Quarter, Section 32, Township 150, Range 66, Eddy County, North Dakota.

Parcel 10 - Parcel ID No.: 17000004019000

Northeast Quarter of the Northwest Quarter, Section 32, Township 150, Range 66, Eddy County, North Dakota.

Tunland et al- Memo of Amendment to Lease to correct legal

RA

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 5/21/2024 at 1:30 PM, and was duly recorded as Document Number 116609



WL-080 a

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Paul White
901 N. 3rd Street, Suite 220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated Apr. 1 24, 2024, and is made by Frank Edgar Walker and Georgianna Jones Walker, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Tenant").

RECITALS:

WHEREAS, Landlord is the owner of that real property located in Eddy County, North Dakota (the "**Premises**"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Landlord and Tenant entered into a Wind Energy Ground Lease dated January 4, 2024, (hereinafter the "**Lease**") by which Tenant is leasing a portion of the Premises from Landlord, a memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on January 4, 2024 as document number 116358;

WHEREAS, Landlord and Tenant wish to modify Exhibit A of the Lease to add additional real property to the Lease.

State of North Dakota

County of Eddy

Recorded: 5/21/2024 at 1:30 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Landlord and Tenant hereby agree to the following:

- 1. Exhibit A of the Lease is replaced with the Amended Exhibit A attached to this Amendment.
- 2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
- 3. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Landlord/Spouse:

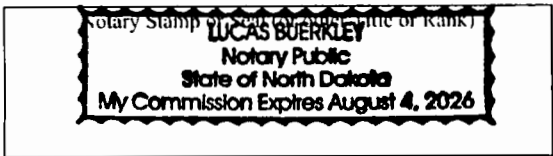
By: X Frank Edgar Walker

By: X Georgianna Jones Walker

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE

STATE OF ND }
COUNTY OF Eddy } ss

The foregoing instrument was acknowledged before me this 24th day of April, 2024 by Frank Edgar Walker and Georgianna Jones Walker, husband and wife (Landlord/Spouse of Landlord).



Notary Public
Lucas Buerkley

State of North Dakota

County of Eddy

Recorded: 5/21/2024 at 1:30 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

[Handwritten signature]

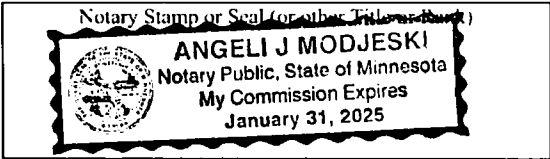
IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: *[Handwritten signature]*
Name: Paul White
Title: Chief Manager

STATE OF MINNESOTA }
COUNTY OF Hennepin }ss

The foregoing instrument was acknowledged before me this 21 day of May, 2024 by Paul M. White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Tenant).



[Handwritten signature]
Notary Public

State of North Dakota

County of Eddy

Recorded: 5/21/2024 at 1:30 PM

Tiffany Harr, Recorder, By



Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

AMENDED EXHIBIT A

Description of Real Property

Parcel # 12000002371000

South Half of the Northeast Quarter (S ½ NE ¼), Section 11, Township 149, Range 67, Eddy County, North Dakota.

Parcel # 12000002374300

Southeast Quarter (SE ¼), Section 11, Township 149, Range 67, Eddy County, North Dakota, LESS Auditor's Lot 1.

Parcel # 12000002389000

Auditor's Lots 10, 14 and 21 in Section 14, Township 149, Range 67, Eddy County, North Dakota.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 1/4/2024 at 2:43 PM, and was duly recorded as Document Number 116358



WL-080

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated January 4, 2024, and is made by Frank Edgar Walker and Georgianna Jones Walker, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 20, 2019, which was filed for record March 29, 2019 as Doc. No. 113834 in the records of the Eddy County, North Dakota Recorder's Office, (the "Original Lease"), relating to the Premises.

Walker - Memorandum of Lease (Existing)

1

116358 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 1/4/2024 at 2:43 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Jan. 4, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Frank & Georgianna Walker
319 Second St SE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Frank Edgar Walker
Frank Edgar Walker

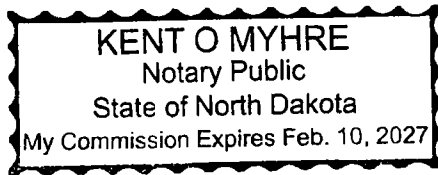
By: Georgianna Jones Walker
Georgianna Jones Walker

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 30 day of Dec., 2023 by Frank Edgar Walker and Georgianna Jones Walker, husband and wife (Landlord).

(SEAL)



Kent O. Myhre
Notary Public
Commission Expires: 2/10/27

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: _____
Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 4 day of January, 2024 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 12000002371000

South Half of the Northeast Quarter (S ½ NE ¼), Section 11, Township 149, Range 67,
Eddy County, North Dakota.

Parcel # 12000002374300

Southeast Quarter (SE ¼), Section 11, Township 149, Range 67, Eddy County, North
Dakota, LESS Auditor's Lot 1.

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/17/2023 at 1:08 PM, and was duly recorded as Document Number 116226



TE-030

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of October 16 2023 (the “**Effective Date**”), is entered into by and between Walz Family Land, LLLP, a North Dakota limited liability limited partnership, (“**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, “**Grantee**”).

RECITALS

- A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).
- B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).
- C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing and repairing such lines and

116226 Fee:\$65.00 Pg 1 of 11
 State of North Dakota
 County of Eddy
 Recorded: 10/17/2023 at 1:08 PM
 Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
 LOGAN UT 84321

facilities.

D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the “Transmission Easement”) on, in, along, across, above, and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “Transmission Easement Area”), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, “Transmission Facilities”), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the “Easement Areas”. The Transmission Easement shall be subject to the provisions of the attached Exhibit D.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted and shall have, the following related rights necessary or convenient for Grantee’s use of the Transmission Easement (the “Appurtenant Rights”):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the “**Temporary Construction Laydown Area**” for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the “**Term**”) is set forth as follows:

(a) Grantee’s rights under this Agreement shall be in effect throughout the “**Development Period**,” which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee’s election to extend the Term for the Operational Period. The “**Operational Period**” of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 Renewal Term. Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a “**Renewal Term**”). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH

116226 Fee:\$65.00 Pg 3 of 11
State of North Dakota
County of Eddy
Recorded: 10/17/2023 at 1:08 PM
Recorded By: Tiffany Harr, Recorder
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.

2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C and Exhibit D. The parties acknowledge and agree that Exhibit B-1, C and D will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1, C and D prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee's construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop). Additionally, Grantee will make a good faith effort to de-compact soil compacted by construction activities on the site within 180 days of Commercial Operation Date.

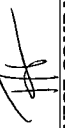
Grantee shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.

3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary



amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. Assignment/Mortgage.

5.1 Right to Assign. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively,

the “**Transmission Facilities Assets**”), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as “**Mortgages**” and the holders of the Mortgages, their designees and assigns are referred to herein as “**Mortgagees.**” Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee’s entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee’s rights or benefits as set forth in this Agreement.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor’s election, defend Grantor and Grantor’s officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee’s security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor’s lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee’s interest in the Easement Areas.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.



IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

Walz Family Land, LLLP

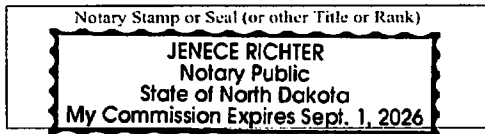
Glenn Walz Trustee Mary Walz Trustee
Signature

GLENN WALZ Mary Walz
Printed Name

Trustees
Title

STATE OF North Dakota)
) ss.
COUNTY OF Eddy)

This instrument was acknowledged before me on October 11th, 2023, by Glenn Walz and Mary Walz as Trustees to Walz Family Land, LLLP, a North Dakota limited liability limited partnership, Grantor(s).



Jenece Richter
Signature of Notary Public or Other Official

116226 Fee:\$65.00 Pg 8 of 11
State of North Dakota
County of Eddy
Recorded: 10/17/2023 at 1:08 PM
Tiffany Hart, Recorder, By
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

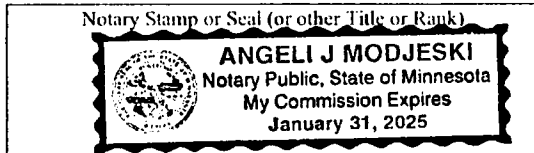
GRANTEE:

Flickertail Wind, LLC

By: [Signature]
Paul White
Chief Manager

STATE OF MINNESOTA
COUNTY OF Hennepin } ss

The foregoing instrument was acknowledged before me this 16 day of October, 2023 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Grantee).



[Signature]
Signature of Notary Public or Other Official

EXHIBIT A

Legal Description

Township 148, Range 67, Eddy County, North Dakota
Section 22: NW ¼
PIN: 06000001063000


116226 Fee:\$65.00 Pg 10 of 11
State of North Dakota
County of Eddy
Recorded: 10/17/2023 at 1:08 PM 
Tiffany Harr, Recorder, By
Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000**
LOGAN UT 84321

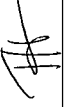
EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately two thousand six hundred forty-two (2,642) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

116226 **Fee:\$65.00** **Pg 11 of 11**
State of North Dakota
County of Eddy
Recorded: 10/17/2023 at 1:08 PM
Tiffany Harr, Recorder, By 
Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000**
LOGAN UT 84321



**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

TE-030 a

I hereby certify that the within instrument was filed in this office for record on 9/30/2024 at 2:05 PM, and was duly recorded as Document Number 116841

Tiffany Harr Recorder

By Rebecca Anderson Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

("Amendment"), is dated September 30, 2024, and is made by Walz Family Land, LLLP, a North Dakota limited liability limited partnership ("Grantor") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of that real property located in Eddy County, North Dakota (the "**Property**"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Grantor and Grantee entered into a Transmission Easement Agreement dated October 16, 2023 (hereinafter the "**Agreement**") by which Grantee has obtained a Transmission Easement on the Premises from Grantor, which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 17, 2023 as Document Number 116226;

WHEREAS, Grantor and Grantee wish to replace Exhibit A of the Agreement to correct the legal description of the real property subject to the Agreement;

WHEREAS, Grantor inadvertently referred to themselves as "Trustees" in the Agreement whereas the correct title should have been "Partner";

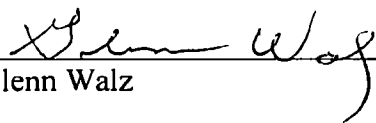
Walz Family Land, LLLP- Amendment to Transmission Easement Agreement to correct legal

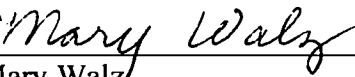
NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Grantor and Grantee hereby agree to the following:

1. Exhibit A of the Agreement is replaced with the Amended Exhibit A attached to this Amendment.
2. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Transmission Easement Agreement as of the day and year set forth above.

Grantor:

By: 
Glenn Walz

By: 
Mary Walz

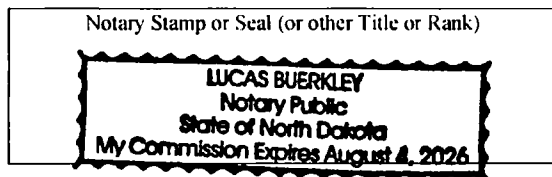
ACKNOWLEDGMENT TO AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

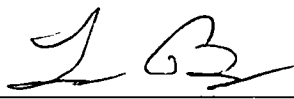
STATE OF NORTH DAKOTA)

) ss:

COUNTY OF Eddy)

This instrument was acknowledged before me on this 30th day of August, 2024 by Glenn Walz as Partner of Walz Family Land, LLLP, a North Dakota limited liability limited partnership, on behalf of the Partnership (Grantor).



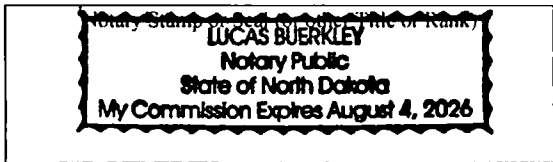

Signature of Notary Public or Other Official
8-30-2026


Walz Family Land, LLLP- Amendment to Transmission Easement Agreement to correct legal

ACKNOWLEDGMENT TO AMENDMENT TO TRANSMISSION EASEMENT AGREEMENT

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 30th day of August, 2024 by Mary Walz as Partner of Walz Family Land, LLLP, a North Dakota limited liability limited partnership, on behalf of the Partnership (Grantor).



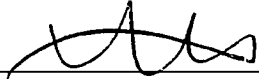


Signature of Notary Public or Other Official

Walz Family Land, LLLP- Amendment to Transmission Easement Agreement to correct legal

Grantee -

Flickertail Wind, LLC

By: 

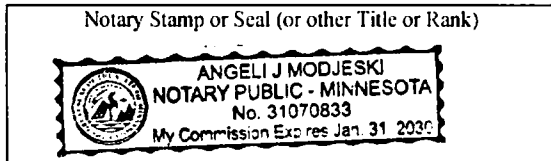
Paul White
Chief Manager

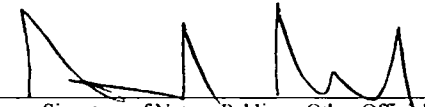
STATE OF MINNESOTA }

}ss

COUNTY OF HENNEPIN }

The foregoing instrument was acknowledged before me this 30 day of September, 2024 by Paul White, as Chief Manager to Flickertail Wind, LLC, a Minnesota Limited Liability company, on behalf of the company (Grantee).




Signature of Notary Public or Other Official

RA

AMENDED EXHIBIT A
Description of Real Property

Parcel ID No.: 06000001063000

**Southwest Quarter of Section 15, Township 148 North, Range 67 West, Eddy County,
North Dakota.**

Walz Family Land, LLLP- Amendment to Transmission Easement Agreement to correct legal

5

116841 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 9/30/2024 at 2:05 PM

Tiffany Harr, Recorder, By

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 5/21/2024 at 1:29 PM, and was duly recorded as Document Number 116608



WL-092

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated May 21, 2024, and is made by Jill M. Weber, a single person (“Original Landlord”) Casey J. Weber, a single person; Levi J. Weber, a married individual (hereinafter collectively “Landlord”), and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. The parties acknowledge that Original Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 14, 2019, which was filed for record March 25, 2019 as Doc. No. 113823 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the

Weber & Weber - Memorandum of Lease (Existing)

Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated May 21, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Casey Weber
1863 66th Ave NE
New Rockford ND 58356

Levi Weber
1940 67th Ave NE
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: X [Signature]
Casey J. Weber

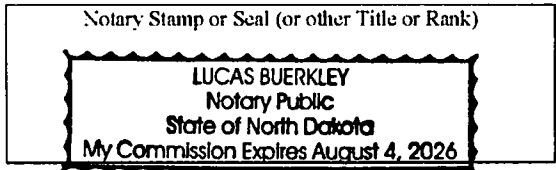
By: X [Signature] LB

Name: [Signature]

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

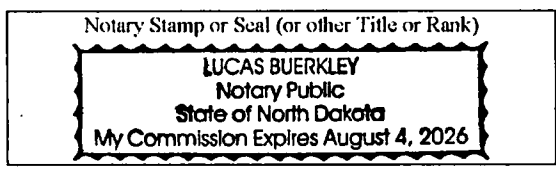
This instrument was acknowledged before me on this 2nd day of May, 2024 by Casey J. Weber, a single person. (Landlord).



X [Signature]
Signature of Notary Public or Other Official

STATE OF ND)
) ss: LB
COUNTY OF Eddy)

This instrument was acknowledged before me on this 2nd day of May, 2024 by X Levi Weber (Landlord/Spouse of Landlord).



X [Signature]
Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: X *Levi J. Weber*
Levi J. Weber

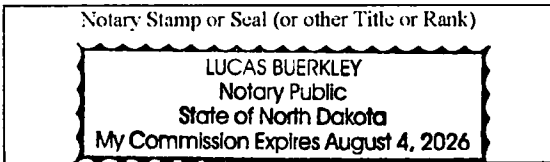
By: _____

Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

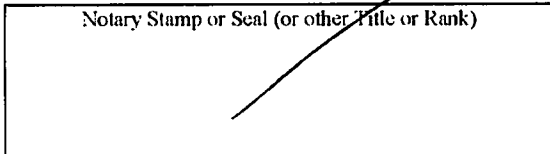
This instrument was acknowledged before me on this 2nd day of May, 2024 by Levi J. Weber, married individual (Landlord).



LB
Signature of Notary Public or Other Official

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ___ day of _____, 202__ by _____ (Landlord/Spouse of Landlord).



Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

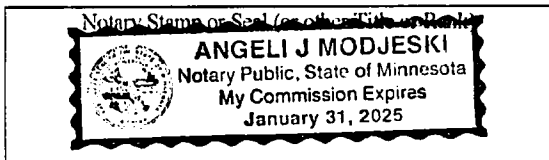
Tenant -
Flickertail Wind, LLC

By: _____

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 21 day of May, 2024 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).



Signature of Notary Public or Other Official

EXHIBIT A
Description of Premises

Parcel #17000004029000

South Half of the Southeast Quarter (S ½ SE ¼), Section 33, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004027000

South Half of the Southwest Quarter (S ½ SW ¼), ^{Section 33 TH} Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel # 17000004033000

Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼), Section 34, Township 150 North, Range 66 West, Eddy County, North Dakota.

NON-HOMESTEAD

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/17/2023 at 11:49 AM, and was duly recorded as Document Number 116224



WL-082

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 16, 2023 and is made by Darin Weber and Diana Weber, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 15, 2019, which was filed for record May 23, 2019 as Doc. No. 113925 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 16, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Darin & Diana Weber
7341 24th St NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: Darin Weber
Darin Weber

By: Diana Weber
Diana Weber

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 4th day of Oct, 2023 by Darin Weber and Diana Weber, husband and wife (Landlord).

(SEAL)

Christine S. Gauthier
Notary Public
Commission Expires: 9/14/25

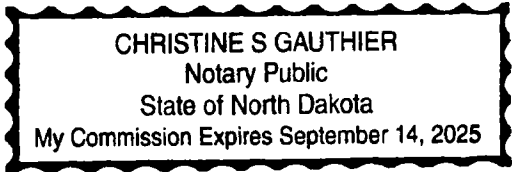


EXHIBIT A
Description of Premises

Parcel # 16000003712000

North Half of the Southwest Quarter (N ½ SW ¼), the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼), and Auditor's Lots 1 and 1B, all in Section 32, Township 150, Range 65, Eddy County, North Dakota.

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 8/9/2024 at 8:41 AM, and was duly recorded as Document Number 116742



WL-082 a

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum of Amendment”), is dated July 30th, 2024, and is made by Darin Weber and Diana Weber, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter “Wind Company”).

RECITALS:

WHEREAS, Landlord is the owner of that real property located in Eddy County, North Dakota (the “**Property**”), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Landlord and Wind Company entered into a Wind Energy Lease and Easement Agreement dated October 16, 2023 (hereinafter the “**Lease**”) by which Wind Company is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 17, 2023 as document number 116224;

WHEREAS, Landlord and Wind Company wish to modify Exhibit A of the Lease to correct the legal description of the real property subject to the Lease.


NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Landlord and Tenant hereby agree to the following:

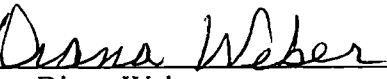
Weber, Darin and Diana-- Memo of Amendment to Lease to correct legal

1. Exhibit A of the Lease is replaced with the Amended Exhibit A attached to this Amendment.
2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Landlord:

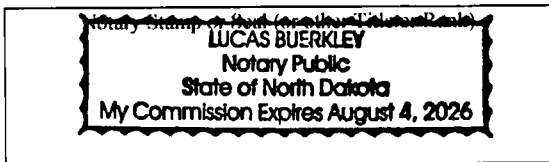
By: x 
 Name- Darin Weber


By: x 
 Name- Diana Weber

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

STATE OF ND }
 } ss
 COUNTY OF Eddy }

The foregoing instrument was acknowledged before me this 30th day of July, 2024, by Darin Weber and Diana Weber, husband and wife (Landlord).




 Notary Public
 8-4-2026

Weber, Darin and Diana-- Memo of Amendment to Lease to correct legal

AMENDED EXHIBIT A

Description of Real Property

The following 4 parcels in Section 32, Township 150, Range 65, Eddy County, North Dakota:

1. North Half of the Southwest Quarter
2. Southwest Quarter of the Southwest Quarter
3. Auditor's Lot 1 (EXCEPT Auditor's Lot 1A and 1B)
4. Auditor's Lot 1B

Parcel ID No.: 16000003712000

Weber, Darin and Diana-- Memo of Amendment to Lease to correct legal


4

116742 Fee:\$20.00 Pg 4 of 4

State of North Dakota

County of Eddy

Recorded: 8/9/2024 at 8:41 AM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 8/9/2024 at 8:42 AM, and was duly recorded as Document Number 116743



WL-083 a

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated July 30th, 2024, and is made by Darin Weber and Diana Weber, husband and wife and Dennis Weber and LeAnn Weber, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Wind Company").

RECITALS:

WHEREAS, Landlord is the owner of that real property located in Eddy County, North Dakota (the "Property"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Landlord and Wind Company entered into a Wind Energy Lease and Easement Agreement dated October 10, 2023 (hereinafter the "Lease") by which Wind Company is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 13, 2023 as document number 116214;

WHEREAS, Landlord and Wind Company wish to modify Exhibit A of the Lease to correct the legal description of the real property subject to the Lease.

Weber, Darin and Diana and Dennis and LeAnn- Memo of Amendment to Lease to correct legal

1

116743 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 8/9/2024 at 8:42 AM

Tiffany Harr, Recorder, By

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

AMENDED EXHIBIT A

Description of Real Property

Parcel 1

Parcel ID No.: 11000001951600

Lots 3 and 4; Auditor's Lot 2, LESS Auditor's Lot 2A; Southeast Quarter of the Northwest Quarter, all in Section 1, Township 149, Range 66, Eddy County, North Dakota.

Parcel 2

Parcel ID No.: 11000001952600

Southwest Quarter, Section 1, Township 149, Range 66, Eddy County, North Dakota, LESS Auditor's Lot 3.

Parcel 3

Parcel ID No.: 16000003712300

Auditor's Lot 1A, Section 32, Township 150, Range 65, Eddy County, North Dakota.

Parcel 4

Parcel ID No.: 16000003714300

Auditor's Lot 3, Section 32, Township 150, Range 65, Eddy County, North Dakota.

Weber, Darin and Diana and Dennis and LeAnn- Memo of Amendment to Lease to correct legal


5

116743 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 8/9/2024 at 8:42 AM

Tiffany Harr, Recorder, By 

**Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/13/2023 at 10:21 AM, and was duly recorded as Document Number 116214



WL-083

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 10, 2023, and is made by Darin Weber and Diana Weber, husband and wife; Dennis Weber and LeAnn Weber, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 28, 2019, which was filed for record June 5, 2019 as Doc. No. 113947 in the records of the Eddy County, North Dakota Recorder’s Office.

(the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 19, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Darin & Diana Weber
7341 24th St NE, Sheyenne ND 58374

Dennis & LeAnn Weber
7273 24th St NE, Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: Darin Weber
Darin Weber

By: Diana Weber
Diana Weber

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

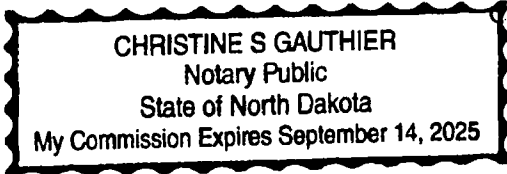
This instrument was acknowledged before me on this 4th day of Oct, 2023 by Darin Weber and Diana Weber, husband and wife (Landlord).

(SEAL)

Christine S. Gauthier

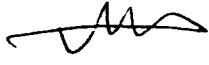
Notary Public

Commission Expires: 2/14/25



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin

This instrument was acknowledged before me on this 10 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).



(SEAL) 
 ANGELI J MODJESKI Notary Public
Notary Public, State of Minnesota
My Commission Expires
January 31, 2025
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 11000001951600

Lots 2 and 4; Auditor's Lot 2, LESS Auditor's Lot 2A; Southeast Quarter of the Northwest Quarter (SE ¼ NW¼), all in Section 1, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 11000001952600

Southwest Quarter (SW ¼), Section 1, Township 149, Range 66, Eddy County, North Dakota, LESS Auditor's Lot 3

Parcel # 16000003712300

Auditor's Lot 1A, Section 32, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003714300

Auditor's Lot 3, Section 32, Township 150, Range 65, Eddy County, North Dakota.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

WL-084



I hereby certify that the within instrument was filed in this office for record on 10/13/2023 at 10:22 AM, and was duly recorded as Document Number 116215

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 10, 2023, and is made by Dennis Weber and LeAnn Weber, husband and wife ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 28, 2019, which was filed for record June 5, 2019 as Doc. No. 113946 in the records of the Eddy County, North Dakota Recorder's Office, (the "Original Lease"), and further amended by Amendment of Wind Energy Lease

*Weber, Dennis & LeAnn - Memorandum
of Lease (Existing)*

1

116215 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:22 AM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

and Easement Agreement dated June 28, 2019, filed for record July 8, 2019, as Doc. No. 114037, relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Dennis & LeAnn Weber
7273 24th St NE
Sheyenne ND 58374

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

EXHIBIT A
Description of Premises

Parcel # 10000001787000

Southeast Quarter (SE ¼), Section 6, Township 149, Range 65, Eddy County, North Dakota.

Parcel # 16000003709000

Southeast Quarter (SE ¼), Section 31, Township 150, Range 65, Eddy County, North Dakota.

*Weber, Dennis & LeAnn - Memorandum
of Lease (Existing)*


5

116215 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:22 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/13/2023 at 10:09 AM, and was duly recorded as Document Number 116211



WL-086

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 10, 2023, and is made by Darin Weber and Diana Weber, husband and wife; Donna M. Weber, a single person, life estate interest (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 15, 2019, which was filed for record May 23, 2019 as Doc. No. 113924 in the records of the Eddy County, North Dakota Recorder’s

Weber, Donna LE (Darin) - Memorandum of Lease (Existing)

Office, (the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Darin & Diana Weber
7341 24th St NE, Sheyenne ND 58374

Donna Weber
115 First Ave S, New Rockford ND
58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: Darin Weber
Darin Weber

By: Diana Weber
Diana Weber

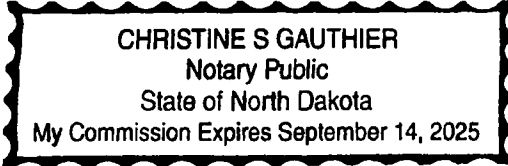
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
COUNTY OF Eddy) ss:

This instrument was acknowledged before me on this 4th day of Oct, 2023 by Darin Weber and Diana Weber, husband and wife (Landlord).

(SEAL)

Christine S. Gauthier
Notary Public
Commission Expires: 9/14/25



Weber, Donna LE (Darin) - Memorandum of Lease (Existing)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: Donna M. Weber
Donna M. Weber

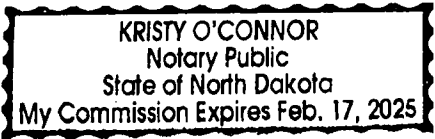
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 3rd day of October, 2023 by Donna M. Weber, a single person (Landlord).

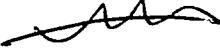
(SEAL)

Kristy O'Connor
Notary Public
Commission Expires: 2/17/25



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC


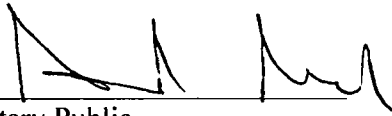
By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 10 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)

 
Notary Public
Commission Expires: 1/31/25

Weber, Donna LE (Darin) - Memorandum
of Lease (Existing)


116211 Fee:\$20.00 Pg 5 of 6
State of North Dakota
County of Eddy
Recorded: 10/13/2023 at 10:09 AM 
Tiffany Harr, Recorder, By _____
Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

EXHIBIT A
Description of Premises

Parcel # 10000001780000

Lots 1 and 2, and the South Half of the Northeast Quarter (S ½ NE ¼), all in Section 5, Township 149, Range 65, Eddy County, North Dakota.

Parcel # 16000003711000

Northwest Quarter (NW ¼), Section 32, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 16000003714000

Southeast Quarter (SE ¼), Section 32, Township 150, Range 65, Eddy County, North Dakota, LESS Auditor's Lot 3.

Parcel # 17000004047000

Southwest Quarter (SW ¼), Section 36, Township 150, Range 66, Eddy County, North Dakota.

*Weber, Donna LE (Darin) - Memorandum
of Lease (Existing)*


6

116211 Fee:\$20.00 Pg 6 of 6

State of North Dakota

County of Eddy

Recorded: 10/13/2023 at 10:09 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/13/2023 at 10:07 AM, and was duly recorded as Document Number 116210



WL-085

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 10, 2023, and is made by Dennis Weber and LeAnn Weber, husband and wife; Donna M. Weber, a single person, life estate interest (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated July 2, 2019, which was filed for record July 8, 2019 as Doc. No. 114038 in the records of the Eddy County, North Dakota Recorder’s Office,

(the "Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Dennis & LeAnn Weber
7273 24th St NE, Sheyenne ND 58374

Donna Weber
115 First Ave S, New Rockford ND
58356

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

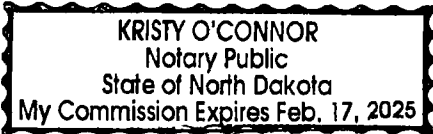
By: Donna M. Weber
Donna M. Weber

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 30 day of October, 2023 by Donna M. Weber, a single person (Landlord).


(SEAL)



Kristy O'Connor
Notary Public
Commission Expires: 2/17/25

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 10 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)





Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 10000001784000

Lots 1 and 2, and the South Half of the Northeast Quarter (S ½ NE ¼), all in Section 6, Township 149, Range 65, Eddy County, North Dakota.

Parcel # 16000003708000

Lots 3 and 4, and the East Half of the Southwest Quarter (E ½ SW ¼), all in Section 31, Township 150, Range 65, Eddy County, North Dakota.

Parcel # 17000004048000

Southeast Quarter (SE ¼), Section 36, Township 150, Range 66, Eddy County, North Dakota.

State of North Dakota
County of Eddy

I hereby certify that the within instrument was filed in this office for record on 9/26/2022 at 3:36 PM, and was duly recorded as Document Number 115737

Patty Hilbert Recorder

By [Signature] Deputy

Fee: \$ 65.00 ATTN: WHITE WIND HOLDINGS, LLC 618 2ND AVE SE
MINNEAPOLIS MN 55414



This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of September 23, 2022 (the “**Effective Date**”), is entered into by and between Todd J. Weber and Lori J. Weber, husband and wife; Paul Weber, a single person; Misty Weber, a single person, (“**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (together with its successors and assigns, “**Grantee**”).

RECITALS

A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).

C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground and/or underground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the

Property for purposes of constructing and repairing such lines and facilities.

D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the “**Transmission Easement**”) on, in, along, across, above and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the “**Transmission Easement Area**”), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing above-ground and/or underground electrical transmission and communications lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, “**Transmission Facilities**”), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the “**Easement Areas**”.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted, and shall have, the following related rights necessary or convenient for Grantee’s use of the Transmission Easement (the “**Appurtenant Rights**”):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement or attachment to the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material and any and all other new structures and obstructions of any kind, and the right to trim or remove brush, trees or other hazards which, in the reasonable opinion of Grantee, may interfere with Grantee’s exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the “**Temporary Construction Laydown Area**” for the

storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the “Term”) is set forth as follows:

(a) Grantee’s rights under this Agreement shall be in effect throughout the “**Development Period**,” which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee’s election to extend the Term for the Operational Period. The “**Operational Period**” of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 Renewal Term. Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a “Renewal Term”). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 Setback Waiver. GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF, WHICH PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED

AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.

2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C. The parties acknowledge and agree that Exhibit B-1 and C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit B-1 and C prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, tile, fences, and other property or improvements on the Property during Grantee's construction, installation and maintenance of Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress and egress to and from the Property by Grantee under the terms of this Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction activity on an area with growing crop). Additionally, Grantee will make a good faith effort to de-compact soil compacted by construction activities on the site within 180 days of Commercial Operation Date.

Grantee shall request Crop Loss Compensation in writing within 60 days of any damage or destruction. Payment shall be made within 30 days of receipt of such agreed upon claim and shall fully compensate Grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination; Default.

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee.

3.3 Grantor, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees

(as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee and Grantee's successors, assigns, and Grantees.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. Assignment/Mortgage.

5.1 Right to Assign. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities.

5.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Grantor agrees to consent in writing

to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. No Interference. Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement.

7. Indemnity. To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, Grantees, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, Grantee or permittee of Grantee, or its successors and assigns.

8. Miscellaneous.

8.1 Complete Agreement. This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 Estoppel Certificates. Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Areas.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective Grantee, lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

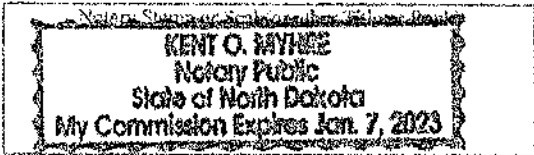
GRANTOR:

Todd J. Weber
Todd J. Weber

Lori J. Weber
Lori J. Weber

STATE OF NORTH DAKOTA)
COUNTY OF Eddy) ss.

This instrument was acknowledged before me on September 19, 2022, by Todd J. Weber and Lori J. Weber, husband and wife. Grantor(s).



[Signature]
Signature of Notary Public or Other Official

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

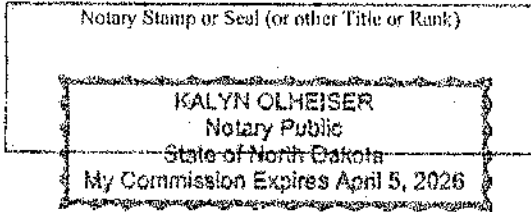
GRANTOR:

Paul J. Weber

Paul Weber

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MUSKOGEE)

This instrument was acknowledged before me on 9-2, 2022, by Paul Weber, Grantor(s).



Kalyn Olheiser

Signature of Notary Public or Other Official

EXHIBIT A

Legal Description

Township 149, Range 67, Eddy County, North Dakota

Section 23: S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; and Auditor's Lots 1, 2, 3, 4, 7 and 8

Section 26: Auditor's Lots 1, 2, 5, and 10; NW $\frac{1}{4}$ NE $\frac{1}{4}$

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately six thousand three hundred twenty-three (6,323) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.



OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/3/2023 at 1:34 PM, and was duly recorded as Document Number 116193



WL-088

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 3, 2023, and is made by Steven G. Werre and Patti Jo Werre, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated May 28, 2019, which was filed for record June 5, 2019 as Doc. No. 113945 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Werre - Memorandum of Lease (Existing)

1

116193 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 10/3/2023 at 1:34 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 3, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Steve & Patti Jo Werre
603 Westridge St
Underwood ND 58576

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Steven G. Werre
Steven G. Werre

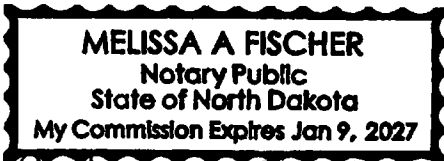
By: Patti Jo Werre
Patti Jo Werre

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Mckenzie) ss:

This instrument was acknowledged before me on this 26 day of September, 2023 by Steven G. Werre and Patti Jo Werre, husband and wife (Landlord).

(SEAL)



Melissa Fischer
Notary Public
Commission Expires: January 9 2027

Melissa Fischer
9-26-23

EXHIBIT A
Description of Premises

Parcel # 10000001788600, 10000001788300
Northeast Quarter (NE ¼) including Auditor's Lot 1, Section 7, Township 149 North,
Range 65 West of the 5th P.M., Eddy County, North Dakota.

Parcel # 10000001793600, 10000001793300
Northwest Quarter (NW ¼) including Auditor's Lot 1, Section 8, Township 149 North,
Range 65 West of the 5th P.M., Eddy County, North Dakota.

State of North Dakota
County of Eddy



I hereby certify that the within instrument was filed in this office for record on 12/11/2023 at 9:23 AM, and was duly recorded as Document Number 116315

Tiffany Harr

Recorder

By *Rebecca Anderson* Deputy

Fee: \$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated December 8, 2023, and is made by Bonnie Westerhausen; Rebecca Meredith; Dean Warren; Chad Westerhausen; Paula B. Martin, as individuals (“Original Landlord”) Bonnie Westerhausen, a single person; Rebecca Meredith, a single person; Chad Westerhausen, a single person; Paula B. Martin and Jay F. Martin, a married couple; Dean F. Warren and Christine E. Warren, husband and wife, life estate interest; Matthew M. Warren and Carrie Warren, a married couple; Jacob B. Warren and Sarah Smith Warren, a married couple; Elisabeth L. Belquist, a single person (hereinafter collectively “Landlord”), and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);

RA

- B. The parties acknowledge that Original Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 23, 2019, which was filed for record January 28, 2019 as Doc. No. 113734 in the records of the Eddy County, North Dakota Recorder's Office, (the "Original Lease"), relating to the Premises.
- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated December 8, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.

2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Bonnie Westerhausen
1014 Governer Lane, Bismarck ND 58501

Rebecca Meredith
1085 Woodbridge Dr, Helena MT 59601

Chad Westerhausen
1014 Governer Lane, Bismarck ND 58501

Paula & Jay Martin
4611 Harvest Lane, Billings MT 59106

Dean & Christine Warren
PO Box 255, Sheyenne ND 58374

Matthew & Carrie Warren
406 Woodland Pl, West Fargo ND 58078

Jacob & Sarah Warren
1433 10th St S, Fargo ND 58103

Elisabeth Belquist
225 2nd Ave N, New Rockford ND 58536

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

RA

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Bonnie Westerhausen
Bonnie Westerhausen

By: _____

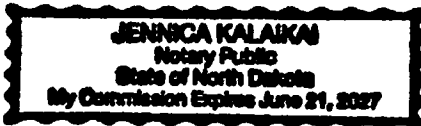
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota)
) ss:
COUNTY OF Burleigh)

This instrument was acknowledged before me on this 26 day of Sept., 2023 by Bonnie Westerhausen a single person (Landlord).

(SEAL)



Jennica Kalakau
Notary Public
Commission Expires: June 21, 2027

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Rebecca Meredith
Rebecca Meredith

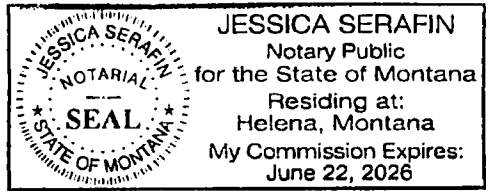
By: _____
Name: _____

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF Montana)
COUNTY OF Lewis & Clark) ss:

This instrument was acknowledged before me on this 28 day of Sept, 2023 by Rebecca Meredith a single person (Landlord).

(SEAL)



Jessica Serafin
Notary Public
Commission Expires: June 22, 2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Dean F. Warren
Dean F. Warren

By: Christine E. Warren
Christine E. Warren

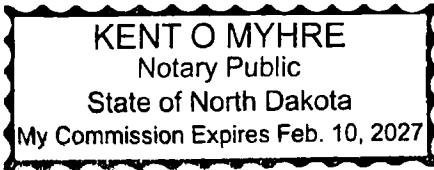
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 27 day of Nov., 2023 by Dean F. Warren and Christine E. Warren, husband and wife (Landlord).

(SEAL)

Kent O Myhre
Notary Public
Commission Expires: 2/10/2027



State of North Dakota

County of Eddy

Recorded: 12/11/2023 at 9:23 AM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

RA

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: [Signature] 10.2.23
Jacob B. Warren

By: [Signature]
Name: Sarah Smith Warren

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Cass) ss:

This instrument was acknowledged before me on this 2nd day of October, 2023 by Jacob B. Warren and Sarah Smith Warren (landlord).

(SEAL)

[Signature]
Notary Public
Commission Expires:

ERIN F. GUNDERSON
Notary Public
State of North Dakota
My Commission Expires May 24, 2026

State of North Dakota
County of Cass
Sarah Smith Warren appeared and
acknowledged before me this 2nd day of October,
2023.

[Signature]
Notary Public

My commission expires: 5/24/26

ERIN F. GUNDERSON
Notary Public
State of North Dakota
My Commission Expires May 24, 2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Paula B. Martin
Name Paula B. Martin

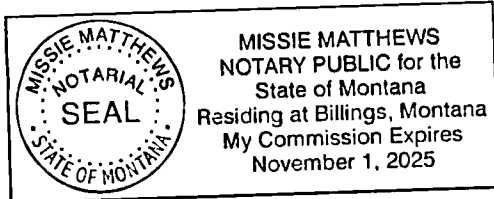
By: Jay F. Martin
Name

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF MT)
COUNTY OF Yellowstone ss:

This instrument was acknowledged before me on this 27 day of Sept., 2023 by
Paula B. Martin (Landlord).

(SEAL) and Jay F. Martin a married couple



Missie Matthews
Notary Public
Commission Expires: 11-01-2025
BILLINGS MT

EXHIBIT A
Description of Premises

Parcel # 17000003955000

West Half of the Northeast Quarter (W ½ NE ¼) and the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), all in Section 23, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003957000

South Half of the Northwest Quarter (S ½ NW ¼), Section 23, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003958000

Southwest Quarter (SW ¼) Section 23, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003959000

West Half of the Southeast Quarter (W ½ SE ¼) and the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), all in Section 23, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003971000

North Half of the Northeast Quarter (N ½ NE ¼), Section 26, Township 150, Range 66, Eddy County, North Dakota.

Parcel # 17000003974000

Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), Section 26, Township 150, Range 66, Eddy County, North Dakota.

RA

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 2/2/2023 at 12:47 PM, and was duly recorded as Document Number 115906



TE-027

Tiffany Harr

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

This document drafted by
and upon recording return to:
Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

The space above this line is reserved for recording purposes.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement (“**Agreement**”) dated as of Jan. 31, 20 23 (the “**Effective Date**”), is entered into by and between Geneva Whetham, a single person (together with her successors and assigns, “**Grantor**”), and Flickertail Wind, LLC, a Minnesota limited liability company (together with its successors and assigns, “**Grantee**”).

RECITALS

- A. Grantor owns the real property located in Eddy County, North Dakota, more particularly described on Exhibit A attached hereto (the “**Property**”).
- B. Grantee is developing wind-powered generation facilities on properties located in the vicinity of the Property (the “**Project**”).
- C. Grantee desires to obtain (i) an exclusive easement for purposes of installing above-ground transmission lines and related equipment, to serve one or more phases of the Project, for the transmission of wind-generated electricity over, across and under certain portions of the Property, and (ii) a temporary construction easement over additional portions of the Property for purposes of constructing and repairing such lines and equipment.
- D. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Grantor hereby grants and conveys to Grantee an exclusive easement (the "Transmission Easement") on, in, along, across, above and under the Property, in the locations generally described on the attached Exhibits B and B-1 (the "Transmission Easement Area"), for the purposes of surveying, erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing the following: (a) one (1) single circuit consisting of up to three (3) above-ground electrical transmission lines and related cables, wires, conduit, circuit breakers, junction boxes and transformers, and any and all necessary and proper fixtures and additional equipment reasonably related to or associated with any of the foregoing for the transmission of wind-generated electrical energy, and (b) in connection with the foregoing, above-ground or underground communications lines and related cables, wires, conduit, and any and all necessary and proper equipment reasonably related to or associated with any of the foregoing for the transmission of wind-generated electrical energy (collectively, "Transmission Facilities"), together with the Appurtenant Rights referenced below. The Transmission Facilities Easement Area and the Temporary Construction Laydown Area, as defined below, shall be referred to collectively as the "Easement Areas".

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Grantee is hereby granted, and shall have, the following related rights necessary or convenient for Grantee's use of the Transmission Easement (the "Appurtenant Rights"):

(a) the right of ingress to and egress from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through the Property;

(b) the right to permit the installation, placement, or attachment of the Transmission Facilities within the Transmission Easement Area;

(c) the right to clear and to keep clear the Easement Areas free from any buildings, fencing, equipment, brush, combustible material, and any and all other new structures and obstructions of any kind that, in the reasonable opinion of Grantee, may materially interfere with Grantee's exercise of its rights hereunder; and the right to trim or remove brush, trees, or other hazards that, in the reasonable opinion of Grantee, may materially interfere with Grantee's exercise of its rights hereunder;

(d) the right during periods of construction of the Transmission Facilities (and during periods of any repair or replacement thereof) to use the additional areas of the Property described on Exhibit B as the "Temporary Construction Laydown Area" for the storage of equipment and materials, the staging of construction work and the construction of Transmission Facilities; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 **Term of Easement.** The term of this Agreement (the "Term") is set forth as follows:

(a) Grantee's rights under this Agreement shall be in effect throughout the "Development Period," which commences on the Effective Date of this Agreement and expires after Five (5) years from the Effective Date, unless the following development milestones are satisfied relating to the Project: (1) a certificate of site compatibility or conditional use permit has been issued for the Project, if required; and (2) a transmission interconnection request is in process and not under suspension.

(b) This Agreement shall automatically be extended for the Operational Period upon the occurrence of: i) the date that Grantee commences installation of any Transmission Facilities within the Transmission Facilities Easement Area, and ii) the date when Grantor receives written notice from Grantee of Grantee's election to extend the Term for the Operational Period. The "Operational Period" of this Agreement, if any, shall be Forty (40) years, unless terminated pursuant to Section 3 below.

1.4 **Renewal Term.** Grantee shall have the right, at its option, to extend the Term for an additional period of Forty (40) years (a "Renewal Term"). To exercise its option to renew the Term for a Renewal Term, Grantee must deliver a written extension notice to Grantor prior to the expiration of the Term. Grantee must timely deliver such written notice to exercise effectively its option to extend the Term for the Renewal Term. The terms of the Agreement during the Renewal Term shall be the same terms and conditions applicable during the Term, except as specifically provided herein. Grantee shall have no right to extend the Term beyond the Renewal Term. If Grantee fails timely to deliver the extension notice, this Agreement shall terminate at the end of the Term, and Grantee shall have no further options or rights to renew or extend the Term.

1.5 **Setback Waiver.** GRANTOR HEREBY WAIVES ANY AND ALL BENEFITS OF NORTH DAKOTA CENTURY CODE SECTION 49-22-05.1 AND NORTH DAKOTA ADMINISTRATIVE CODE SECTION 69-06-08-02, AND ALL AMENDMENTS THERETO OR REPLACEMENTS THEREOF THAT PROVIDE THAT ENERGY CONVERSION FACILITIES AND TRANSMISSION FACILITIES LOCATED WITHIN 500 FEET OF A RESIDENCE OR PLACE OF BUSINESS MUST BE DESIGNATED AS AN AVOIDANCE AREA; AND AGREES THAT SUCH FACILITIES MAY BE CONSTRUCTED AT THE LOCATION AS DEPICTED ON A MAP PROVIDED TO GRANTOR, WHICH FACILITIES MAY BE LESS THAN 500 FEET FROM GRANTOR'S RESIDENCE OR PLACE OF BUSINESS.

2. **Payments for Transmission Easement.**

2.1 **Compensation.** As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Grantee agrees to make payments to Grantor as described in Exhibit C. The parties acknowledge and agree that Exhibit B-1 and C will not be included with this Agreement when recorded with the county recorder, and that so removing

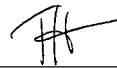


Exhibit B-1 and C prior to recording is intentional and does not in any way affect the validity of this Agreement.

2.2 Crop Damages and Other Property Damage. The parties anticipate and acknowledge that, as the result of Grantee exercising its rights or performing its obligations under this Agreement, Grantor or Grantor's tenants may suffer damage to crops, tile, fences (whether electrical or non-electrical), and other property or improvements on the Property. Without limiting the generality of the foregoing, the parties anticipate that such damage may result from Grantee's ingress to or egress from the Transmission Facilities; or its constructing, installing, maintaining, surveying, erecting, replacing, improving, enlarging, removing, inspecting, operating, repairing, or using the Transmission Facilities on the Property, including but not limited to the Temporary Construction Laydown Areas. Compensation for crop damage shall be a fair market value for the amount of crop actually destroyed or damaged and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office, and based upon actual growing crops that were destroyed on the Property that occurred as a direct result of ingress or egress to or from the Transmission Facilities by Grantee under the terms of this Agreement, or any other exercise of Grantee's rights or performance of its obligations under the Agreement (for example, driving a vehicle through crop, installation of poles, laying equipment on crop, or other construction, installation, maintenance, surveying, erection, replacement, improvement, enlargement, removal, inspection, operation, repair, or use activity on an area with growing crop). Compensation for damage caused by Grantee to Grantor's property other than crops (e.g., tile, fences (whether electric or non-electric), other property or improvements, etc.) shall be the replacement value of the property damaged. Grantee shall request compensation under this Section 2.2 in writing within sixty (60) days of any damage or destruction resulting from Grantee's exercise of its rights or performance of its obligations under this Agreement. Payment shall be made within thirty (30) days of receipt of such claim and shall fully compensate grantor for such loss. After construction is complete, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities; provided, however, that the obligation to pay for crop and other property damage extends beyond the construction of the Transmission Facilities and continues for the entire duration of this Agreement and the survival period described in Section 3.3. Therefore, if Grantee causes additional damage to crops or other property of Grantor or Grantor's tenant(s) on the property, then Grantee shall compensate Grantor for such damage in accordance with this Section 2.2.

Notwithstanding the foregoing, in any year, if the exercise of Grantee's rights or the performance of its obligations under this Agreement, or the presence of the Transmission Facilities, reduces the number of acres available to one or more of Grantor's tenants for farming or ranching purposes, as the case may be, below the number of acres Grantor leased to that/those tenant(s) for such year(s), and if Grantor is required to refund prepaid rent to the tenant(s) as a result, then Grantee shall pay to Grantor an amount of money sufficient to fully reimburse the tenant(s) for the acreage rendered unusable for farming or ranching purposes, as the case may be; however, the parties further agree that acreage

rendered unusable for farming or ranching purposes by the presence of the Transmission Facilities themselves, shall only trigger an obligation to make a rental reimbursement payment if the relevant lease(s) was/were executed before Grantee broke ground on the Property.

For purposes of this Section 2.2, and without limiting the generality of the foregoing, the acts or omissions of any of Grantee's contractors, subcontractors, agents, employees, invitees, permittees, successors, or assigns shall be deemed the actions of Grantee.

3. Termination; Default.

3.1 Termination by Grantee. Grantee shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee. Grantor shall have the right to terminate the Transmission Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, or otherwise materially defaults on Grantee's obligations under the Agreement and fails to cure such material default within thirty (30) days after Grantor gives written notice to Grantee of such material default, or if the cure will take longer than thirty (30) days, within a period of time necessary to cure such default so long as Grantee makes diligent efforts to cure the default; (b) Grantor notifies Grantee and its Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and, if applicable, the amount owed to cure such default; and (c) neither Grantee nor its Mortgagees have cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or, in the case of non-monetary defaults, within such longer period of time as is required to cure such default, so long as Grantee or its Mortgagees are diligently pursuing such cure to completion.

3.3 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee shall remove from the Easement Areas (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Areas free from debris and restored to substantially the same condition it was in prior to construction of the Transmission Facilities; provided, however, that Grantee shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Grantee's obligations under sections 2.2, 8.10, and 8.11 survive for a period of twelve (12) months following the termination of this Agreement. Grantee's obligations under Section 7 survive for a period of twenty-four (24) months following the termination of this Agreement.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements may

continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Grantee.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Grantee or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed specifically conveying the Transmission Easement back to Grantor.

5. Assignment/Mortgage.

5.1 Right to Assign. Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, this Agreement, or the Transmission Facilities on either an exclusive or nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities. Grantee agrees that, notwithstanding any such assignment, lease, or license, Grantee shall not be relieved of its obligations to perform under this Agreement, unless the assignee or transferee assumes all of Grantee's obligations under this Agreement and the assignee or transferee has the financial capacity and credit worthiness to undertake and perform Grantee's obligations under this Agreement. The Agreement shall be binding upon any and all assignees or transferees. Grantee further agrees that any assignee or transferee under this Agreement shall have a financial strength that is reasonably comparable to the financial strength of Grantee.

5.2 Right to Mortgage. Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, the Easement Areas and the Transmission Facilities (collectively, the "**Transmission Facilities Assets**"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "**Mortgages**" and the holders of the Mortgages, their designees and assigns are referred to herein as "**Mortgagees.**" Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Transmission Facilities Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns.

6. No Interference. Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Areas that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement. Grantor expressly reserves the right to use the Easement Areas and the areas near the Easement Areas, for any and all purposes, so long as such use does not materially inhibit or impair any of Grantee's rights or benefits under this Agreement. Without limiting the generality of the foregoing,



Grantor reserves the right to use the Easement Areas and the areas near the Easement Areas for farming and ranching purposes.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all investigations, claims, losses, damages, expenses and liabilities for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Transmission Easement, or the conduct, whether by act or omission, of Grantee or any contractor, subcontractor, agent, employee, invitee, or permittee of Grantee, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Transmission Easement.

8.2 **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee. Grantor shall request of any of Grantor's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Grantee's interest in the Easement Areas.

8.3 **Notices.** Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party or Mortgagee to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth in this section:

Grantor:

Geneva Whetham
725 Maryland Ave. E.
St. Paul, MN 55104

Grantee:

Flickertail Wind, LLC
901 N 3rd St #220
Minneapolis, MN 55401

or at such other address as such party shall notify the other party beforehand.

8.4 **Attorney Fees.** If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and



expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Notice of Easement. During the term of this Agreement, Grantor shall give written notice of the existence of the Transmission Easement to any prospective lessee, grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Grantee, Grantor and Grantee agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Grantee, which shall be recorded in the public records by Grantee at Grantee's expense.

8.8 Counterparts. This 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 document.

8.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

8.10 Coordination with Grantor and Grantor's Tenants. Grantee shall cooperate and coordinate with Grantor's rules and policies about the Property, including but not limited to the Easement Areas, provided such rules and policies are reasonable and do not materially interfere with Grantee's use of the Easement Areas or Transmission Facilities. Additional coordination provisions will be set forth on Exhibit D, to be attached hereto subsequent to the execution of the Agreement, and which may be amended from time to time.

8.11 Grantee, while exercising its rights or performing its obligations under this Agreement, will follow industry best practices to (a) minimize unnecessary disruption of agricultural land, and (b) to restore disrupted land to the substantially the same condition it was in immediately prior to Grantee's exercise of its rights or performance of its obligations. Without limiting the generality of the foregoing, with respect to portions of the Property that are not occupied by Transmission Facilities, Grantor shall follow industry best practices to minimize soil compaction, preserve topsoil, prevent the mixing of topsoil and subsoil, and to restore any portions of the Property that are disrupted by Grantee in such a way that allows such portions of the Property to be promptly returned to commercially reasonable farming or ranching purposes at a level of productivity reasonably comparable to what it had prior to disruption. Furthermore, without limiting the generality of the foregoing, Grantee will use its best efforts to promptly de-compact any soil compacted by Grantee's activities on the Property so that it can be returned to commercially reasonable farming or ranching purposes.

State of North Dakota

County of Eddy

Recorded: 2/2/2023 at 12:47 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

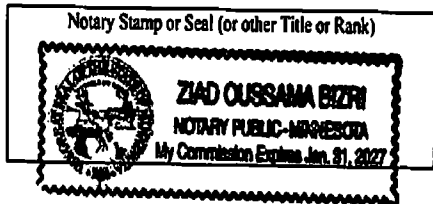
IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

Geneva Whetham
Geneva Whetham

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss.

This instrument was acknowledged before me on 17th January 20²³, by Geneva Whetham, a single person, Grantor(s).



Ziad Oussama Bizri
Signature of Notary Public or Other Official

State of North Dakota

County of Eddy

Recorded: 2/2/2023 at 12:47 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321

EXHIBIT A

Legal Description

Township 149, Range 67, Eddy County, North Dakota

Section 26: Auditor's Lots 3, 4; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$; and SE $\frac{1}{4}$. Excepted from said property located in Section 26 is the Great Northern Railroad Right-of-Way and the following described property to-wit: Commencing at the NW corner of the NW $\frac{1}{4}$ of Section 26, thence east along said section line a distance of 183 feet; thence due South at right angle a distance of 183 feet; thence due west at right angle a distance of 183 feet and thence due north along said section line a distance of 183 feet to the point of beginning.

Section 35: NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Transmission Easement Area: A strip of land that is up to one hundred fifty (150') feet wide; and extending for the entire length of the property or approximately six thousand two hundred twenty-two (6,222) feet and in the locations generally depicted on Exhibit B-1.

Temporary Construction Laydown Area: An additional sixty (60) feet in width beyond and along the above described Transmission Easement, in the locations generally depicted on Exhibit B-1.

Promptly following detailed siting and construction of Transmission Facilities on the Property by Grantee, Grantee shall provide notice to the Grantor identifying with particularity (by a survey meeting the minimum requirements of the American Land Title Association) the as-built location of the Transmission Facilities Easement Area on the Property, and the metes and bounds descriptions of such parcel(s) shall replace and supersede this Exhibit B and Exhibit B-1 and thereafter serve to identify the location and area within of the Transmission Easements on the Property for purposes of the Agreement. Upon request of either party, the parties shall promptly amend the Agreement to reflect such substitution of this Exhibit B and Exhibit B-1.

OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/24/2023 at 9:36 AM, and was duly recorded as Document Number 116246



WL-090

Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 23, 2023, and is made by Ray Zajac, a single person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 4, 2019, which was filed for record March 11, 2019 as Doc. No. 113802 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Zajac - Memorandum of Lease (Existing)

1

116246 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 10/24/2023 at 9:36 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Oct. 23, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Ray Zajac
405 County Rd 25
Mantador ND 58058

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: Ray Zajac
Ray Zajac

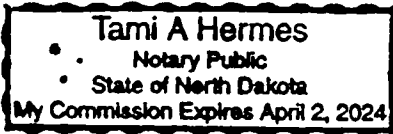
ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Richland)

This instrument was acknowledged before me on this 25 day of Sept, 2023 by Ray Zajac, a single person (Landlord).

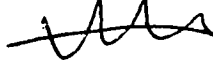
(SEAL)

Tami A Hermes
Notary Public
Commission Expires: 4/2/2024



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 23 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



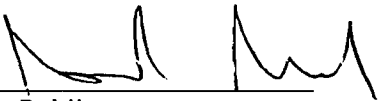

Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel #17000003994000

South Half of the Southwest Quarter (S ½ SW ¼), Section 28, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004025000

Auditor Lots 1, 2, 3 and 4; the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the South Half of the Northwest Quarter (S ½ NW ¼), all in Section 33, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel #17000004026000

North Half of the Southwest Quarter (N ½ SW ¼), Section 33, Township 150 North, Range 66 West, Eddy County, North Dakota.

State of North Dakota
County of Eddy

I hereby certify that the within instrument was filed in this office for record on 7/17/2024 at 8:05 AM, and was duly recorded as Document Number 116685



Tiffany Harr

Recorder

By *Rebecca Anderson* Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

Drafted by and upon recording return to:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N 3rd St #220
Minneapolis, MN 55401

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated 7-9, 2024 and is made by Ray Zajac, single ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliates (hereinafter "Wind Company").

RECITALS:

WHEREAS, Landlord is the owner of that real property located in Eddy County, North Dakota (the "**Property**"), and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, Landlord and Wind Company entered into a Wind Energy Lease and Easement Agreement dated October 23, 2023 (hereinafter the "**Lease**") by which Wind Company is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the County Recorder in Eddy County, North Dakota on October 24, 2023 as document number 116246;

WHEREAS, Landlord and Wind Company wish to modify Exhibit A of the Lease to correct the legal description of the real property subject to the Lease.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Landlord and Tenant hereby agree to the following:

Zajac, Ray- Memo of Amendment to Lease to correct legal

RA

1. Exhibit A of the Lease is replaced with the Amended Exhibit A attached to this Amendment.
2. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.
3. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

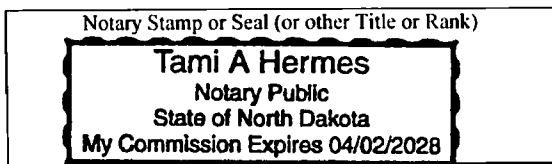
Landlord:

By: *Ray Zajac*
 Name- Ray Zajac

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT

STATE OF North Dakota }
 } ss
 COUNTY OF Richland }

The foregoing instrument was acknowledged before me this 9th day of July, 2024, by Ray Zajac (Landlord).



Tami A Hermes
 Notary Public

AMENDED EXHIBIT A

Description of Real Property

Parcel 1

Parcel ID No.: 17000003994000

South Half of the Southwest Quarter of Section 28, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel 2

Parcel ID No.: 17000004025000

Auditor's Lots 1, 2, 3 and 4; the Northeast Quarter of the Northwest Quarter; and the South Half of the Northwest Quarter, all in Section 33, Township 150 North, Range 66 West, Eddy County, North Dakota.

Parcel 3

Parcel ID No.: 17000004026000

North Half of the Southwest Quarter, Section 33, Township 150 North, Range 66 West, Eddy County, North Dakota.

EXCEPT that parcel conveyed to the State of North Dakota, for the use and benefit of the State Highway Department, in Warranty Deed dated June 27, 1983, recorded August 25, 1983, as Document No. 91799.

RA

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/17/2023 at 11:30 AM, and was duly recorded as Document Number 116220



WL-051

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 14, 2023, and is made by Steven E. Noack and Cynthia A. Noack, Trustees, or their successors in interest, of the Steven E. Noack and Cynthia A. Noack Revocable Living Trust dated February 28, 2018 ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 5, 2019, which was filed for record March 11, 2019 as Doc. No. 113806 in the records of the Eddy County, North Dakota Recorder's Office, (the

Noack Living Trust - Memorandum of Lease (Existing)


1

116220 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 10/17/2023 at 11:30 AM

Tiffany Harr, Recorder, By 

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321**

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 10, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Steve & Cynthia Noack
2618 Meadow Creek Circle S
Fargo ND 58104

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

Steven E. Noack and Cynthia A. Noack Revocable Living Trust dated February 28, 2018

By: Steven E. Noack
Steven E. Noack, Trustee

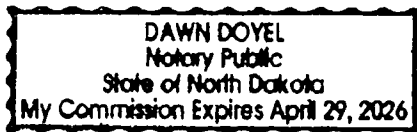
By: Cynthia A. Noack
Cynthia A. Noack, Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota
COUNTY OF Cass) ss:

This instrument was acknowledged before me on this 6 day of October, 2023 by Steven E. Noack and Cynthia A. Noack, Trustees of the Steven E. Noack and Cynthia A. Noack Revocable Living Trust dated February 28, 2018 (Landlord).

(SEAL)



Dawn Doyle
Notary Public
Commission Expires: 4/29/2026

EXHIBIT A
Description of Premises

Parcel # 11000001963000
Southeast Quarter (SE ¼), Section 3, Township 149, Range 66, Eddy County, North
Dakota.

OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 2/12/2024 at 8:46 AM, and was duly recorded as Document Number 116422



WL-057

Recorder

By _____ Deputy

Fee:\$ 65.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated Feb 9, 2024, and is made by Darlene Risovi and Gary Risovi, a married couple; Marilyn Hockert and Doug Hockert, a married couple; Gary Myhre and Kari Myhre, a married couple; Debra Susan Myhre, a single person ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 18, 2019, which was filed for record March 25, 2019 as Doc. No. 113826 in the records of the Eddy County, North Dakota

Risovi Et Al - Memorandum of Lease (Existing)

Recorder's Office, (the

"Original Lease"), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Feb. 9, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:

Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:

Darlene & Gary Risovi
218 8th St N, New Rockford ND 58356

Doug & Marilyn Hockert
1493 Spruce Rd, Wahpeton ND 58075

Gary & Kari Myhre
214 Hwy 9 North, Glyndon MN 56547

Debra Myhre
104 4th St N, New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Darlene Risovi
Darlene Risovi

By: Gary Risovi
Gary Risovi

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 31 day of Oct, 2023 by Darlene Risovi and Gary Risovi, a married couple (Landlord).

(SEAL) JEANETTE PERLEBERG
Notary Public
State of North Dakota
My Commission Expires June 20, 2026

Jeanette Perleberg
Notary Public
Commission Expires: 6/20/2026

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: Gary Myhre
Gary Myhre

By: Kari Myhre
Kari Myhre

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Cass)

This instrument was acknowledged before me on this 5 day of Feb, 2024 by Gary Myhre and Kari Myhre, a married couple (Landlord).

(SEAL)

Heidi Hansen
Notary Public
Commission Expires: 5/16/2027



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

By: *Debra Susan Myhre*
Debra Susan Myhre

By: LANDLORD

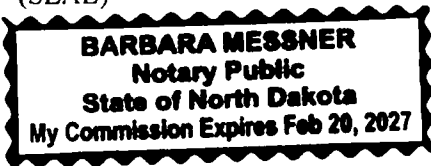
Name: DEBRA MYHRE

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 7th day of November, 2023 by Debra Susan Myhre a single person (Landlord).

(SEAL)



Barbara Messner
Notary Public
Commission Expires: 2/20/2027

EXHIBIT A
Description of Premises

Parcel # 11000001972000

Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) and Auditor Lots 1 and 4, all in Section 5, Township 149 North, Range 66 West, Eddy County, North Dakota.

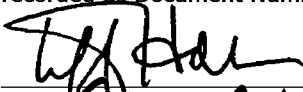


OFFICE OF COUNTY RECORDER

**State of North Dakota
County of Eddy**

WL-059

I hereby certify that the within instrument was filed in this office for record on 10/10/2023 at 10:50 AM, and was duly recorded as Document Number 116205

 _____ Recorder

By  _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 5, 2023, and is made by Carol M. Rosenau Living Trust dated December 22, 2017 (“Original Landlord”) Carol M. Rosenau Family Trust dated May 8, 2019 (hereinafter collectively “Landlord”), and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. The parties acknowledge that Original Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated February 14, 2019, which was filed for record February 25, 2019 as Doc. No. 113725 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the


Rosenau Trust - Memorandum of Lease (Existing)

1

116205 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 10/10/2023 at 10:50 AM

Tiffany Harr, Recorder, By 

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated Oct - 5, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Carol M. Rosenau Family Trust
120 Fifth Ave S
Carrington ND 58421

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Carol M. Rosenau Family Trust dated May 8, 2019

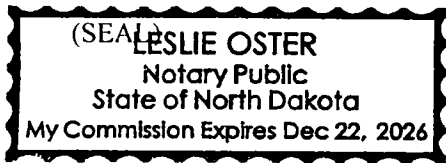
By: Jack A. Rosenau
Jack A. Rosenau, Co-Trustee

By: Gaylen W. Rosenau
Gaylen W. Rosenau, Co-Trustee

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Foster)

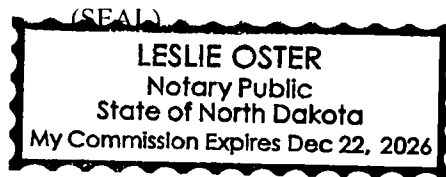
This instrument was acknowledged before me on this 22 day of Sept, 2023 by Jack A. Rosenau, Co-Trustee of the Carol M. Rosenau Family Trust dated May 8, 2019 (Landlord).



Leslie Oster
Notary Public
Commission Expires: 12/22/26

STATE OF ND)
) ss:
COUNTY OF Foster)

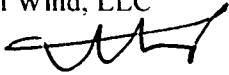
This instrument was acknowledged before me on this 22 day of Sept, 2023 by Gaylen W. Rosenau, Co-Trustee of the Carol M. Rosenau Family Trust dated May 8, 2019 (Landlord).



Leslie Oster
Notary Public
Commission Expires: 12/22/26

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant -
Flickertail Wind, LLC

By: 

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 5 day of October, 2023 by Paul White as Chief Manager of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)



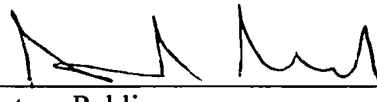

Notary Public
Commission Expires: 1/31/2025

EXHIBIT A
Description of Premises

Parcel # 11000001978000

Southeast Quarter (SE ¼) Section 5, Township 149, Range 66, Eddy County, North
Dakota.

116205 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/10/2023 at 10:50 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

RA

OFFICE OF COUNTY RECORDER

State of North Dakota

County of Eddy

I hereby certify that the within instrument was filed in this office for record on 10/3/2023 at 1:30 PM, and was duly recorded as Document Number 116188



WL-060

Recorder

By _____ Deputy

Fee: \$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated October 3, 2023, and is made by Keith E. Rost and Janice E. Rost, husband and wife (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 8, 2019, which was filed for record January 14, 2019 as Doc. No. 113705 in the records of the Eddy County, North Dakota Recorder’s Office, (the

Rost - Memorandum of Lease (Existing)

1

116188 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 10/3/2023 at 1:30 PM

Tiffany Harr, Recorder, By

Return To: ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000 LOGAN UT 84321

“Original Lease”), relating to the Premises.

- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 3, 2023, which runs with the land (the “Lease”) by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
- 2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Keith & Janice Rost
1750 56th Ave NE
Cathay ND 58422

- 3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord/Spouse:

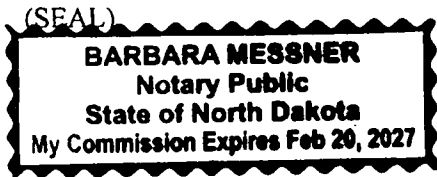
By: Keith E. Rost
Keith E. Rost

By: Janice E. Rost
Janice E. Rost

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 26th day of September, 2023 by Keith E. Rost and Janice E. Rost, husband and wife (Landlord).



Barbara Messner
Notary Public
Commission Expires: 2/20/2027

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Tenant –
Flickertail Wind, LLC

By: [Signature]

Paul White
Chief Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 3 day of October, 2023 by Paul White as Chief Manger of Flickertail Wind, LLC, a Minnesota limited liability company, on behalf of the company (Tenant).

(SEAL)

[Signature]



Notary Public
Commission Expires: 1/31/25

EXHIBIT A
Description of Premises

Parcel # 11000001983000

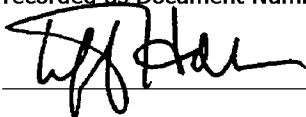
Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) and Lot 7, Section 6, Township 149, Range 66, Eddy County, North Dakota.

Parcel # 11000001985000

South Half of the Southeast Quarter (S ½ SE ¼), Section 6, Township 149, Range 66, Eddy County, North Dakota.

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

I hereby certify that the within instrument was filed in this office for record on 10/17/2023 at 1:09 PM, and was duly recorded as Document Number 116227



Recorder

By _____ Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321



WL-081

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated October 16, 2023, and is made by Walz Family Land, LLLP a North Dakota limited liability limited partnership ("Landlord") and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate ("Tenant").

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the "Premises");
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated January 14, 2019, which was filed for record January 25, 2019 as Doc. No. 113722 in the records of the Eddy County, North Dakota Recorder's Office, (the "Original Lease"), relating to the Premises.

Walz Family Land - Memorandum of Lease (Existing)

1

116227 Fee:\$20.00 Pg 1 of 5

State of North Dakota

County of Eddy

Recorded: 10/17/2023 at 1:09 PM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**



- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated October 16, 2023, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Walz Family Land, LLLP
6498 Hwy 15
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord: Walz Family Land, LLLP a North Dakota limited liability limited partnership

By: Glenn Walz Trustee Mary Walz Trustee

Name: GLENN WALZ

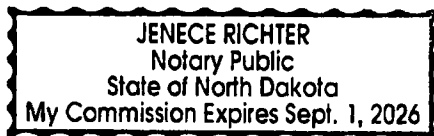
Title: Trustees

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF North Dakota)
) ss:
COUNTY OF Eddy)

This instrument was acknowledged before me on this 11th day of October, 2023 by Glenn Walz and Mary Walz as Trustees to Walz Family Land, LLLP a North Dakota limited liability limited partnership (Landlord).

(SEAL)



Jenece Richter
Notary Public
Commission Expires: 9/1/26

EXHIBIT A
Description of Premises

Parcel # 11000001969000


Southeast Quarter (SE ¼), Section 4, Township 149, Range 66 West of the 5th P.M., Eddy
County, North Dakota.

116227 Fee:\$20.00 Pg 5 of 5

State of North Dakota

County of Eddy

Recorded: 10/17/2023 at 1:09 PM

Tiffany Harr, Recorder, By 

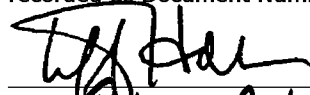
Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**

**OFFICE OF COUNTY RECORDER
State of North Dakota
County of Eddy**

WL-087



I hereby certify that the within instrument was filed in this office for record on 4/25/2024 at 8:40 AM, and was duly recorded as Document Number 116540



Recorder

By  Deputy

Fee:\$ 20.00 ATTN: CORPORATION SERVICE COMPANY 919 NORTH
LOGAN UT 84321

MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Flickertail Wind, LLC
Attn: Angeli Modjeski
901 N. 3rd Street, #220
Minneapolis, MN 55401

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT (“Memorandum”), is dated April 23, 2024, and is made by Jill M Weber, a single person (“Landlord”) and Flickertail Wind, LLC, a Minnesota limited liability company or its affiliate (“Tenant”).

RECITALS:

- A. Landlord is the fee owner of that real property located in Eddy County, North Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein (together with all appurtenances thereto, the “Premises”);
- B. Landlord and Tenant previously entered into that certain Wind Energy Lease and Easement Agreement dated March 14, 2019, which was filed for record March 25, 2019 as Doc. No. 113823 in the records of the Eddy County, North Dakota Recorder’s Office, (the “Original Lease”), relating to the Premises.

Weber, Jill - Memorandum of Lease (Existing)

1

116540 Fee:\$20.00 Pg 1 of 5

State of North Dakota
County of Eddy

Recorded: 4/25/2024 at 8:40 AM

Tiffany Harr, Recorder, By

Return To: **ATTN: CORPORATION SERVICE COMPANY 919 NORTH 1000
LOGAN UT 84321**



- C. Landlord and Tenant entered into that certain Wind Energy Lease and Easement Agreement dated April 16th, 2024, which runs with the land (the "Lease") by which Tenant is leasing the Premises. The Lease hereby terminates and supersedes the Original Lease in its entirety.
- D. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Wind Energy Lease and Easement Agreement.

NOW, THEREFORE, the parties hereby give notice of the following:

1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Wind Energy Lease and Easement Agreement which runs with the land.
2. Terms of Wind Energy Lease and Easement Agreement. Information regarding the terms and conditions of the Wind Energy Lease and Easement Agreement may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Flickertail Wind, LLC
901 N. 3rd Street, #220
Minneapolis, MN 55401

Landlord:
Jill Weber
924 Second Ave N
New Rockford ND 58356

3. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

<THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY>

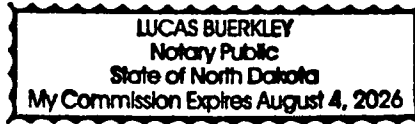
IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

Landlord:

By: X *Jill M. Weber*
Jill M. Weber

ACKNOWLEDGMENT TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF ND)
) ss:
COUNTY OF Eddy)



This instrument was acknowledged before me on this 16th day of April, 2024 by Jill M. Weber, a single person (Landlord).

(SEAL)

LB
Notary Public
Commission Expires: 8-4-26

EXHIBIT A
Description of Premises

Parcel # 11000001960000

Lot 4 and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), all in Section 3, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001964000

Lots 1 and 2, Section 4, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001965000

South Half of the Northeast Quarter (S ½ NE ¼), Section 4, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001966000

Lots 3 and 4, Section 4, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001967000

South Half of the Northwest Quarter (S ½ NW ¼), Section 4, Township 149 North, Range 66 West, Eddy County, North Dakota.

Parcel # 11000001970000

Lot 1, Section 5, Township 149 North, Range 66 West, Eddy County, North Dakota.

RA