

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 8th day of May, 2017
11:20 O'clock A.M. and recorded in
Book 17 Page 841.

[Signature]
Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13th day of April, 2017 (the "Effective Date") by and between Wade Bronemann and Clara Jo Bronemann, husband and wife (whether one or more, "Owner"), whose address is 32083 204th St., Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. **Purpose and Scope of Easement.** The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. **Term.** The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. **Interpretation.** The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

All of Section 17, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

Filed for record this 1st day of Oct. 2018
2:30 O'clock P.M. and recorded in
Book 18 Page 1822.

Moiree Bus
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 14th day of August, 2018 (the "Effective Date") by and between Carroll Ranch, LP, a South Dakota Limited Partnership, whose address is c/o Marlene Carroll, 32365 201st St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The South Half (S½) of Section 22, Township 112 North, Range 74 West of the 5th P.M.

All of Section 26, Township 112 North, Range 74 West of the 5th P.M.

The North Half (N½) and the Southwest Quarter (SW¼) of Section 35, Township 112 North, Range 74 West of the 5th P.M.

The Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 27, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 2nd day of Nov. 2018
1:10 O'clock P.M. and recorded in
Book 18 Page 2039.

Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 5th day of October, 2018 (the "Effective Date") by and between Bernard R. Carroll, a/k/a Bernard Carroll, and Connie G. Carroll, a/k/a Connie Carroll, husband and wife, whose address is 20020 322nd Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Bernard R. Carroll, a/k/a Bernard Carroll, and Connie G. Carroll, a/k/a Connie Carroll, husband and wife

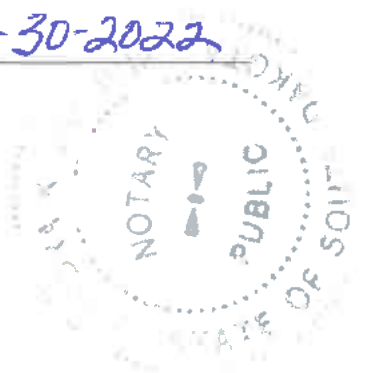
By: Bernard R. Carroll
Name: Bernard R. Carroll

By: Connie G. Carroll
Name: Connie G. Carroll

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On August 23, 2018 before me, Notary Public, personally appeared Bernard R. Carroll, a/k/a Bernard Carroll, and Connie G. Carroll, a/k/a Connie Carroll, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Sandra K. Branine
Notary Public
My commission expires: 4-30-2022



[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: [Signature] DK
Name: Derek M. Harding
Title: Vice President

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)
) ss
COUNTY OF SANTA BARBARA)

On October 5, 2018 before me, Katherine A. Dowling, (Notary Public), personally appeared Derek M. Harding, as Vice President of Triple H Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]
Notary Public
My commission expires: 11/1/2020

Prepared by Triple H Wind Project, LLC

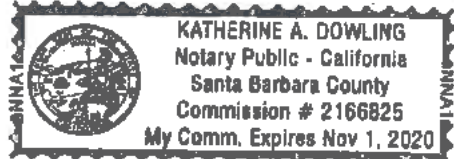


EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northeast Quarter (NE¼) of Section 34, Township 112 North, Range 74 West of the 5th P.M.

All of Section 27, Township 112 North, Range 74 West of the 5th P.M., LESS AND EXCEPT the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 27, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#3505

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 2nd day of Nov. 2018
1:10 O'clock P.M. and recorded in
Book 18 Page 2038.

Naomi Kus
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 5th day of October, 2018 (the "Effective Date") by and between Bernard R. Carroll, a married person, whose address is 20020 322nd Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

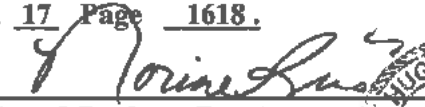
Real property situated in Hughes County, South Dakota described as follows:

The North Half (N½) of Section 36, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Aug. 2017
10:00 O'clock A.M. and recorded in
Book 17 Page 1618.



Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 7 day of July, 2017 (the "Effective Date") by and between Daniel Carroll and Lana Carroll, husband and wife, whose address is 32163 201st St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Daniel Carroll and Lana Carroll, husband and wife

By: Daniel Carroll
Name: Daniel Carroll

By: Lana Carroll
Name: Lana Carroll

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On July 7, 2021 before me, Amanda Coyle
(Name, Title of Officer, Notary Public), personally appeared Daniel Carroll and Lana Carroll, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Amanda Coyle
Notary Public
Amanda Coyle
My Commission Expires
January 5, 2022

[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: Infinity Power Partners, LLC, a Delaware
limited liability company

Its: Sole Member

By: 

Name: Matt T. Riley

Its: Manager

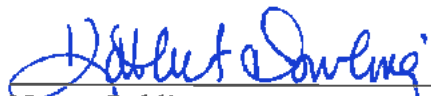
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

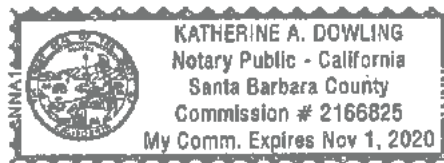
On August 10, 2017 before me, Katherine A. Dowling, (Notary Public), personally appeared Matt T. Riley, Manager of Infinity Power Partners, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



Notary Public
My commission expires: 11/1/20



Prepared by Infinity Renewables, LLC
Telephone: 805-569-6180

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northwest Quarter (NW¼) of Section 34, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 7th day of Aug. 2017
11:35 O'clock A.M. and recorded in
Book 17 Page 1507.

Raine Lu...
Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 7 day of July, 2017 (the "Effective Date") by and between Donald Carroll, a single person, whose address is 32163 201st St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Donald Carroll, a single person

By: Donald Carroll
Name: Donald Carroll

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On July 7, 2017 before me, Amanda Coyle
(Name, Title of Officer, Notary Public), personally appeared Donald Carroll, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Amanda Coyle
Notary Public
Amanda Coyle
My Commission Expires
January 5, 2022

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northwest Quarter (NW¼) of Section 33, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#3122
STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 1st day of Oct. 2018
2:30 O'clock P.M. and recorded in
Book 18 Page 1821.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 14th day of August, 2018 (the "Effective Date") by and between Justin T. Carroll, a single person, whose address is P.O. Box 672, Highmore, SD 57345 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. **Purpose and Scope of Easement.** The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. **Term.** The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. **Interpretation.** The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. **Counterparts.** This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Justin T. Carroll, a single person

By: *Justin T. Carroll*
Name: Justin T. Carroll

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On July 16, 2018 before me, Notary Public, personally appeared Justin T. Carroll, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Nora Schlegel
Notary Public
My commission expires: 9-18-2018

[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By:  
Name: Derek M. Harding
Title: Vice President


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)
) ss
COUNTY OF SANTA BARBARA)

On August 14, 2018 before me, Katherine A. Dowling, (Notary Public), personally appeared Derek M. Harding, as Vice President of Triple H Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public
My commission expires: 11/1/2020



Prepared by Triple H Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 25, Township 112 North, Range 74 West of the 5th P.M.

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 25, Township 112 North, Range 74 West of the 5th P.M.

The Northwest Quarter (NW $\frac{1}{4}$) of Section 25, Township 112 North, Range 74 West of the 5th P.M.

The Southeast Quarter (SE $\frac{1}{4}$) of Section 25, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 7th day of Aug. 2017
11:35 O'clock A.M. and recorded in
Book 17 Page 1508.

Joine Lu
Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 7 day of July, 2017 (the "Effective Date") by and between Melvin Carroll, a single person, whose address is 32163 201st St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Melvin Carroll, a single person

By: Melvin Carroll
Name: Melvin Carroll

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On July 7, 2017 before me, Amanda Coyle
(Name, Title of Officer, Notary Public), personally appeared Melvin Carroll, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Amanda Coyle
Notary Public

**Amanda Coyle
My Commission Expires
January 5, 2022**

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northeast Quarter (NE¼) of Section 33, Township 112 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#2050

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 2nd day of July 2018
9:15 O'clock A.M. and recorded in
Book 18 Page 1214.

Naime Rios
Register of Deeds or Deputy



Fee \$30.00 pd.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 24th day of May, 2018 (the "Effective Date") by and between Pamela R. Crist, a single person, whose address is 2617 Gilpin Avenue, Loveland, CO 80538 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

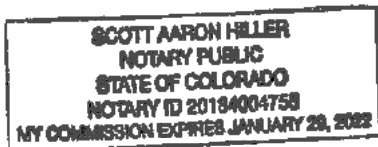
OWNER:

Pamela R. Crist, a single person

By: Pamela R. Crist
Name: Pamela R. Crist

STATE OF Colorado)
) ss
COUNTY OF Larimer)

On May 3rd, 2019 before me, Notary Public, personally appeared Pamela R. Crist, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Scott Aaron Hiller
Notary Public
My commission expires: January 29, 2022

[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By:  *DK*
Name: Derek M. Harding
Title: Vice President

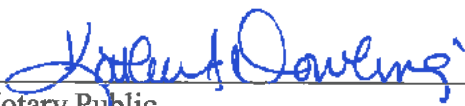
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On May 24, 2018 before me, Katherine A. Dowling, (Notary Public), personally appeared Derek M. Harding, as Vice President of Triple H Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public
My commission expires: 11/1/2020



Prepared by Triple H Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southwest Quarter (SW¼) of Section 14, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 9 E Page: 179 - 184 Doc: 20190225
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 7/23/2019 at 12:35 PM

Connie Konrad, Register of Deeds
By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 21st day of June, 2019 (the "Effective Date") by and between Dusty Acres Land Limited Partnership, a South Dakota limited partnership, whose address is c/o Donald Neuharth, 20823 324th Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

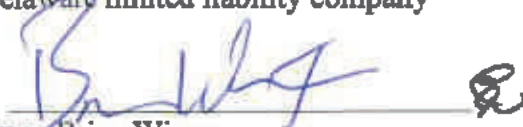
4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: 
Name: Brian Wixon
Title: Director of Land Acquisition


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)
) ss
COUNTY OF SANTA BARBARA)

On June 21, 2019 before me, Katherine A. Dowling, (Notary Public), personally appeared Brian Wixon, as Director of Land Acquisition of Triple H Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public
My commission expires: 11/1/2020



Prepared by Triple H Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The South Half (S½) and the South Half of the North Half (S½N½) of Section 33, Township 111 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#3498
STATE OF SOUTH DAKOTA)
County of Hughes)

Filed for record this 21st day of Oct. 2019
12:00 o'clock P.M. and recorded in
Book 19 Page 1978.


Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 21st day of June, 2019 (the "Effective Date") by and between Dusty Acres Land Limited Partnership, a South Dakota limited partnership, whose address is c/o Donald Neuarth, 20823 324th Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: *[Signature]*
Name: Brian Wixon
Title: Director of Land Acquisition

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)
) ss
COUNTY OF SANTA BARBARA)

On June 21, 2019 before me, Katherine A. Dowling, (Notary Public), personally appeared Brian Wixon, as Director of Land Acquisition of Triple H Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Katherine Dowling
Notary Public
My commission expires: 11/1/2020



Prepared by Triple H Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The East Half (E½) of Section 11, Township 111 North, Range 74 West of the 5th P.M.

The North Half (N½) of Section 13, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#3499

STATE OF SOUTH DAKOTA)
County of Hughes)

Filed for record this 21st day of Oct. 2019
12:00 o'clock P.M. and recorded in
Book 19 Page 1979.

Therese Lusk
Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 21st day of June, 2019 (the "Effective Date") by and between Dusty Acres Land Limited Partnership, a South Dakota limited partnership, whose address is c/o Donald Neuharth, 20823 324th Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Dusty Acres Land Limited Partnership, a South Dakota limited partnership

By: Donald R. Neuharth
Name: Donald R. Neuharth
Its: General Partner

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On May 24, 2019 before me, Dustin A. Haefner
(Name, Title of Officer, Notary Public), personally appeared Donald R. Neuharth, as General Partner of Dusty Acres Land Limited Partnership, a South Dakota limited partnership, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



D. A. H.
Notary Public
Dustin A. Haefner, Notary Public
My Commission Expires:
January 20, 2021

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

All of Section 1, Township 110 North, Range 74 West of the 5th P.M.

The East Half (E½) of Section 2, Township 110 North, Range 74 West of the 5th P.M.

The East Half (E½) of Section 11, Township 110 North, Range 74 West of the 5th P.M.

The West Half (W½) of Section 12, Township 110 North, Range 74 West of the 5th P.M.

The West Half (W½) and the Southeast Quarter (SE¼) of Section 13, Township 110 North, Range 74 West of the 5th P.M.

The East Half (E½) of Section 14, Township 110 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 9 E Page: 173 - 178 Doc: 20190224
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 7/23/2019 at 12:34 PM

Connie Konrad, Register of Deeds _____
By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 21st day of June, 2019 (the "Effective Date") by and between Dusty Acres Land Limited Partnership, a South Dakota limited partnership, whose address is c/o Donald Neuharth, 20823 324th Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

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[Signatures on following pages.]

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OWNER:

Dusty Acres Land Limited Partnership, a South Dakota limited partnership

By: Donald R. Neuharth
Name: Donald R. Neuharth
Its: General Partner

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On May 24th, 2019 before me, Dustin A. Haefner
(Name, Title of Officer, Notary Public), personally appeared Donald R. Neuharth, as General Partner of Dusty Acres Land Limited Partnership, a South Dakota limited partnership, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Dustin A. Haefner
Notary Public

Dustin A. Haefner, Notary Public
My Commission Expires:
January 20, 2021

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The South Half (S½) of Section 31, Township 111 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 9 E Page: 167 - 172 Doc: 20190223
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 7/23/2019 at 12:33 PM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 21st day of June, 20 19 (the "Effective Date") by and between Dusty Acres Land Limited Partnership, a South Dakota limited partnership, whose address is c/o Donald Neuharth, 20823 324th Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

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A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

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NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

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2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

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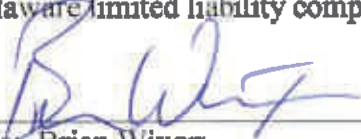

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By:  
Name: Brian Wixon
Title: Director of Land Acquisition


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)
) ss
COUNTY OF SANTA BARBARA)

On June 21, 2019 before me, Katherine A. Dowling, (Notary Public), personally appeared Brian Wixon, as Director of Land Acquisition of Triple H Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public
My commission expires: 11/1/2020



Prepared by Triple H Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

**The Northwest Quarter (NW¼) of Section 18, Township 111 North, Range 73 West of the 5th
P.M.**

Subject to all conveyances, restrictions or reservations of record, if any.

Book: 10 E Page: 123 - 128 Doc: 20210235

Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00

Filed for record on 6/3/2021 at 1:00 PM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 24th day of March, 2021 (the "Effective Date") by and between Dusty Acres Land Limited Partnership, a South Dakota limited partnership, whose address is c/o Donald R. Neuharth, 20823 324th Ave, Harrold, SD 57536 (whether one or more, "Owner"), and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

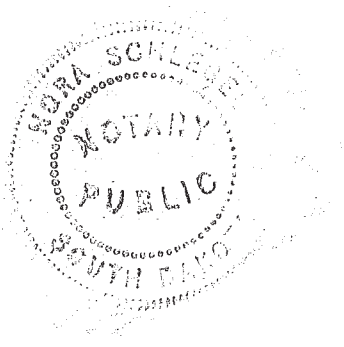
Dusty Acres Land Limited Partnership, a South Dakota limited partnership

By: Donald R. Neuharth
Name: Donald R. Neuharth
Its: General Partner

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On February 23, 2021 before me, Nora Schlegel
(Name, Title of Officer, Notary Public), personally appeared Donald R. Neuharth, as General Partner of Dusty Acres Land Limited Partnership, a South Dakota limited partnership, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Nora Schlegel
Notary Public
My commission expires: 9-18-2024



[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Southeast Quarter (SE¼) of Section 7, Township 110 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 24th day of March, 2021 (the "**Effective Date**") by and between Dusty Acres Land Limited Partnership, a South Dakota limited partnership, whose address is c/o Donald Neuharth, 20823 324th Ave, Harrold, SD 57536 (whether one or more, "**Owner**"), and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Dusty Acres Land Limited Partnership, a South Dakota limited partnership

By: Donald R. Neuharth
Name: Donald R. Neuharth
Its: General Partner

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On February 23, 2021 before me, Nora Schlegel
(Name, Title of Officer, Notary Public), personally appeared Donald R. Neuharth, as General Partner of Dusty Acres Land Limited Partnership, a South Dakota limited partnership, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Nora Schlegel
Notary Public
My commission expires: 9-18-2024

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Southeast Quarter (SE¹/₄) of Section 34, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 7 E Page: 533 - 537 Doc: 20160131
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 4/21/2016 at 10:40 AM

Connie Konrad, Register of Deeds Connie Konrad
By _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
(805) 569.6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 28th day of March, 2016 (the "Effective Date") by and between Hale Family, LLP (whether one or more, "Owner"), whose address is PO Box 83, Highmore, SD 54345, and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

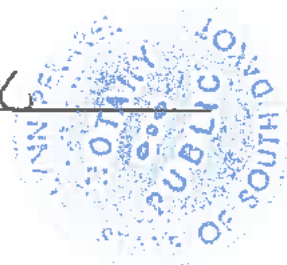
Hale Family, LLP

By: Peggy Fausett
Name: Peggy Fausett
Its: Managing Member

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On March 30, 2016 before me, Lynn Pekarek
(Name, Title of Officer, Notary Public), personally appeared Peggy Fausett as Managing Member of Hale Family, LLP, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Lynn Pekarek
Notary Public 5-8-17



[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

NORTH BEND WIND PROJECT, LLC, a
Delaware limited liability company

By: Infinity Power Partners, LLC, a Delaware
limited liability company
Its: Sole Member

By: *Matt T. Riley*
Name: Matt T. Riley
Its: Manager

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.

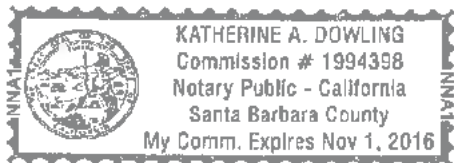
STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On April 12, 2016 before me, Katherine A. Dowling, (Notary Public), personally appeared Matt T. Riley, Manager of Infinity Power Partners, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Katherine A. Dowling
Notary Public



Prepared by Infinity Wind Power

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The North Half (N½) of Section Seven (7), Township One Hundred Ten (110) North, Range Seventy-two (72) West of the 5th P.M.

Lots Three (3), Four (4) and the East Half of the Southwest Quarter (E½SW¼) of Section Seven (7), Township One Hundred Ten (110) North, Range Seventy-two (72) West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Aug. 2017
10:00 O'clock A.M. and recorded in
Book 17 Page 1619.

[Signature]
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of August, 2017 (the "Effective Date") by and between Husted Family Land Limited Partnership, a South Dakota Limited Partnership, whose address is 20639 324th Ave., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Husted Family Land Limited Partnership, a South Dakota Limited Partnership

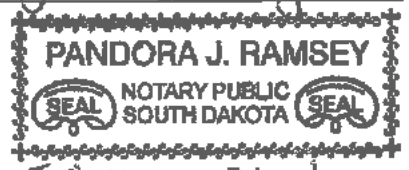
By: Roger Husted
Name: Roger Husted
Its: General Partner

By: Delores Husted
Name: Delores Husted
Its: General Partner

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On June 29, 2017 before me, Pandora J. Ramsey
(Name, Title of Officer, Notary Public), personally appeared Roger Husted and Delores Husted, as General Partners of Husted Family Land Limited Partnership, a South Dakota Limited Partnership, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Pandora J. Ramsey
Notary Public



Expires on 3/25/2020

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The West Half (W½) of Section 26, Township 111 North, Range 74, West 5th P.M.

All of Section 35, Township 111 North, Range 74, West 5th P.M.

The Northwest Quarter (NW¼) of Section 36, Township 111 North, Range 74, West 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 257 - 262 Doc: 20170318
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 8/25/2017 at 10:06 AM

Connie Konrad, Register of Deeds Connie Konrad

By _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of August, 2017 (the "Effective Date") by and between Husted Family Land Limited Partnership, a South Dakota Limited Partnership, whose address is 20639 324th Ave., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 31, Township 111 North, Range 73, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Aug. 2017
10:00 O'clock A.M. and recorded in
Book 17 Page 1620.

Terrie Lu...
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 25th day of August, 2017 (the "Effective Date") by and between Husted Family Land Limited Partnership, a South Dakota Limited Partnership, whose address is 20639 324th Ave., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southwest Quarter (SW¼) of Section 12, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Aug. 2017
10:00 O'clock A.M. and recorded in
Book 17 Page 1621.

Donna Lus
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of August, 2017 (the "Effective Date") by and between Husted Family Land Limited Partnership, a South Dakota Limited Partnership, whose address is 20639 324th Ave., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

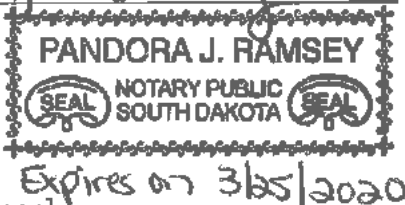
Husted Family Land Limited Partnership, a South Dakota Limited Partnership

By: Roger Husted
Name: Roger Husted
Its: General Partner

By: Delores Husted
Name: Delores Husted
Its: General Partner

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On June 29, 2017 before me, Pandora J. Ramsey
(Name, Title of Officer, Notary Public), personally appeared Roger Husted and Delores Husted, as General Partners of Husted Family Land Limited Partnership, a South Dakota Limited Partnership, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Pandora J. Ramsey
Notary Public


[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The South Half (S½) of the Southwest Quarter (SW¼) of Section 16, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 7th day of Aug. 2017
11:35 O'clock A.M. and recorded in
Book 17 Page 1509.

Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 27th day of July, 2017 (the "Effective Date") by and between Chad Husted and Vickie Husted, husband and wife, whose address is 20639 326th Ave., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:


Chad Husted and Vickie Husted, husband and wife

By: Chad Husted
Name: Chad Husted

By: Vickie T. Husted
Name: Vickie Husted

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On June 29, 2017 before me, Pandora J. Ramsey
(Name, Title of Officer, Notary Public), personally appeared Chad Husted and Vickie Husted, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Pandora J. Ramsey
Notary Public

Expires on 3/25/2020

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section 26, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 251 - 256 Doc: 20170317
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 8/25/2017 at 10:05 AM

Connie Konrad, Register of Deeds *Connie Konrad*

By _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of August, 2017 (the "Effective Date") by and between Dwight Husted and Suzanne Husted, husband and wife, whose address is 20661 326th Ave., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Dwight Husted and Suzanne Husted, husband and wife

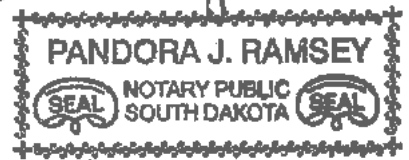
By: *Dwight Husted*
Name: Dwight Husted

By: *Suzanne Husted*
Name: Suzanne Husted

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On June 29, 2017 before me, Pandora J. Ramsey
(Name, Title of Officer, Notary Public), personally appeared Dwight Husted and Suzanne Husted, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Pandora J. Ramsey
Notary Public



[Signatures continued on following page] Expires on 3/25/2020

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section 30, Township 111 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

Filed for record this 1st day of Oct. 2018
2:30 O'clock P.M. and recorded in
Book 18 Page 1823.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 14th day of August, 2018 (the "Effective Date") by and between J.T. Carroll Ranch, LP, a South Dakota Limited Partnership, whose address is c/o Marlene Carroll, 32365 201st St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southwest Quarter (SW¼) of Section 25, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#3125
STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 1st day of Oct. 2018
2:30 O'clock P.M. and recorded in
Book 18 Page 1824.

Moine Lus
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 14th day of August, 2018 (the "Effective Date") by and between J.T. Carroll Ranch, LP, a South Dakota Limited Partnership, whose address is c/o Marlene Carroll, 32365 201st St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. **Purpose and Scope of Easement.** The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. **Term.** The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. **Interpretation.** The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By:  **DK**
Name: Derek M. Harding
Title: Vice President


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.

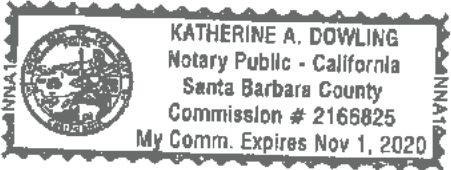
STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On August 14, 2018 before me, Katherine A. Dowling, (Notary Public), personally appeared Derek M. Harding, as Vice President of Triple H Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public
My commission expires: 11/1/2020



Prepared by Triple H Wind Project, LLC

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 25, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 28th day of Jan. 2016
4:00 O'clock P.M. and recorded in
Book 16 Page 191.

Y. Prairie
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.

(805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 5th day of January, 2016 (the "**Effective Date**") by and between Steven L. Jessen and Tonja E. Jessen, husband and wife, as to an undivided one-half (1/2) interest, as joint tenants, and Ronald L. Jessen, a single person, as to an undivided one-half (1/2) interest (whether one or more, "**Owner**"), whose addresses are 20220 324th Avenue, Harrold, SD 57536 and 20509 324th Avenue, Harrold, SD, 57536, respectively, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southeast Quarter (SE $\frac{1}{2}$) of Section Two (2), Township One Hundred Eleven (111) North, Range Seventy-four (74), West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 73 - 78 Doc: 20170105
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 3/31/2017 at 11:00 AM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13th day of March, 2017 (the "Effective Date") by and between Marvin H. Jessen and Mary Jean Jessen, as Trustees or Successor Trustees under the Marvin H. Jessen Living Trust dated October 1, 2007, and any amendments thereto (whether one or more, "Owner"), whose address is 20675 327 Ave., Holabird, SD 57540, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Marvin H. Jessen and Mary Jean Jessen, as Trustees or Successor Trustees under the Marvin H. Jessen Living Trust dated October 1, 2007, and any amendments thereto

By: Marvin H. Jessen - trustee
Name: Marvin H. Jessen
Its: Trustee

By: Mary Jean Jessen
Name: Mary Jean Jessen
Its: Trustee

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On March 6th, 2017 before me, Matthew Eldridge
(Name, Title of Officer, Notary Public), personally appeared Marvin H. Jessen and Mary Jean Jessen, as Trustees or Successor Trustees under the Marvin H. Jessen Living Trust dated October 1, 2007, and any amendments thereto, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Matthew Eldridge
Notary Public
Exp: 6/25/21

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The South Half (S½) of Section 19, Township 111 North, Range 73, West of the 5th P.M.

The North Half (N½) of Section 30, Township 111 North, Range 73, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 79 - 84 Doc: 20170106
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 3/31/2017 at 11:01 AM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13th day of March, 2017 (the "Effective Date") by and between Mary Jean Jessen and Marvin H. Jessen, as Trustees or Successor Trustees under the Mary Jean Jessen Living Trust dated October 1, 2007, and any amendments thereto (whether one or more, "Owner"), whose address is 20675 327 Ave., Holabird, SD, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Mary Jean Jessen and Marvin H. Jessen, as Trustees or Successor Trustees under the Mary Jean Jessen Living Trust dated October 1, 2007, and any amendments thereto

By: Mary Jean Jessen trustee By: Marvin H. Jessen trustee
Name: Mary Jean Jessen Name: Marvin H. Jessen
Its: Trustee Its: Trustee

STATE OF SD)
) ss
COUNTY OF Hughes)

On Feb. 24th, 2017 before me, Debra K. Peery, Notary Public (Name, Title of Officer, Notary Public), personally appeared Mary Jean Jessen and Marvin H. Jessen, as Trustees or Successor Trustees under the Mary Jean Jessen Living Trust dated October 1, 2007, and any amendments thereto, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public

DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section 29, Township 111 North, Range 73, West of the 5th P.M.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of Section 32, Township 111 North, Range 73, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 28th day of Jan. 2016
4:00 O'clock P.M. and recorded in
Book 16 Page 192.

[Signature]
Register of Deeds or Deputy

Fee \$30.00 pd.



Book: 7 E Page: 517 - 521 Doc: 20160108
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 4/6/2016 at 2:00 PM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

(Space Above this Line for Recorder's Use Only)

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
(805) 569.6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 5th day of January, 2016 (the "Effective Date") by and between Ronald Jessen, as Trustee of the Ronald Jessen Living Trust dated October 1, 2007 (whether one or more, "Owner"), whose address is 20509 324th Avenue, Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Southwest Quarter (SW¼) of Section Thirty-one (31), Township One Hundred Twelve (112) North, Range Seventy-three (73), West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 28th day of Jan. 2016
4:00 O'clock P.M. and recorded in
Book 16 Page 193.

Terrie Lutz
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
(805) 569.6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 5th day of January, 2016 (the "**Effective Date**") by and between Ronald Jessen, as Trustee of the Ronald Jessen Living Trust dated October 1, 2007 (whether one or more, "**Owner**"), whose address is 20509 324th Avenue, Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township One Hundred Eleven (111) North, Range Seventy-four (74), West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 20th day of April, 2017
9:50 O'clock A.M. and recorded in
Book 17 Page 674.

Travis Lus
Register of Deeds / Deputy



Fee \$30.00 pd.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 23rd day of March, 2017 (the "Effective Date") by and between Ronald Jessen, as Trustee or his successors in Trust, under the Ronald Jessen Living Trust dated October 1, 2007 (whether one or more, "Owner"), whose address is 20509 324th Ave., Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

All of Section 23, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 20th day of April, 2017
9:50 O'clock A.M. and recorded in
Book 17 Page 675.


Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 23rd day of March, 2017 (the "Effective Date") by and between Ronald Jessen, as Trustee or his successors in Trust, under the Ronald Jessen Living Trust dated October 1, 2007 (whether one or more, "Owner"), whose address is 20509 324th Ave., Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northwest Quarter (NW¼) of Section 14, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 98 - 103 Doc: 20170127
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 4/20/2017 at 10:30 AM

Connie Konrad, Register of Deeds _____
By Jane McCloud _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 23rd day of March, 2017 (the "Effective Date") by and between Marvin H. Jessen and Mary Jean Jessen, husband and wife (whether one or more, "Owner"), whose address is 20675 327 Ave., Holabird, SD 57540, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

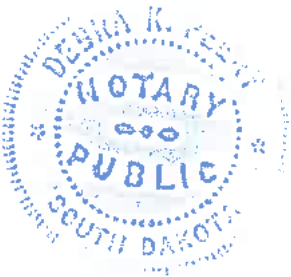
OWNER:

Marvin H. Jessen and Mary Jean Jessen,
husband and wife

By: Marvin H. Jessen - Trustee By: Mary Jean Jessen - Trustee
Name: Marvin H. Jessen Name: Mary Jean Jessen

STATE OF SD)
) ss
COUNTY OF Hughes)

On Feb. 24th, 2017 before me, Debra K. Peery, Notary Public (Name, Title of Officer, Notary Public), personally appeared Marvin H. Jessen and Mary Jean Jessen, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public

DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The South Half (S½) of Section 29, Township 111 North, Range 73 West of the 5th P.M., LESS & EXCEPT the Southwest Quarter (SW¼) of Section 29, Township 111 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 28th day of Jan. 2016
4:00 O'clock P.M. and recorded in
Book 16 Page 194.

T. Louise Lus
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
(805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 5th day of January, 2016 (the "Effective Date") by and between Steven L. Jessen and Tonja E.L. Jessen, husband and wife, as joint tenants (whether one or more, "Owner"), whose address is 20220 324th Avenue, Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

All of Section One (1) and the North Half (N $\frac{1}{2}$) of Section Two (2), Township One Hundred Eleven (111) North, Range Seventy-four (74), West of the 5th P.M.

The Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-five (35), Township One Hundred Twelve (112) North, Range Seventy-four (74), West of the 5th P.M.

The South Half (S $\frac{1}{2}$) of Section Thirty-six (36), Township One Hundred Twelve (112) North, Range Seventy-four (74), West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 31st day of March 2017
9:10 O'clock A.M. and recorded in
Book 17 Page 543.


Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13th day of March, 2017 (the "Effective Date") by and between Steven L. Jessen, a married person (whether one or more, "Owner"), whose address is 20220 324th Ave., Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Steven L. Jessen, a married person

By: Steven L. Jessen
Name: Steven L. Jessen

SPOUSAL CONSENT:

By: Tonja Jessen
Name: Tonja Jessen

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On Feb 23, 2017 before me, Nora Schlegel
(Name, Title of Officer, Notary Public), personally appeared Steven L. Jessen and Tonja Jessen, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Nora Schlegel
Notary Public
Expires: 9-18-2018



[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The South Half (S½) of Section 22, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 31st day of March 2017
9:10 O'clock A.M. and recorded in
Book 17 Page 544.

Travis Luss
Register of Deeds / Deputy



Fee \$30.00 pd.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13th day of March, 2017 (the "Effective Date") by and between Steven L. Jessen, a married person (whether one or more, "Owner"), whose address is 20220 324th Ave., Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Steven L. Jessen, a married person

SPOUSAL CONSENT:

By: [Signature]
Name: Steven L. Jessen

By: [Signature]
Name: Tonja Jessen

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On Feb 23, 2017 before me, Nora Schlegel
(Name, Title of Officer, Notary Public), personally appeared Steven L. Jessen and Tonja Jessen, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Nora Schlegel
Notary Public

Expires: 9-18-2018

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The South Half (S½) of Section 13, Township 111 North, Range 74, West of the 5th P.M.

The East Half (E½) of Section 14, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 91 - 97 Doc: 20170108
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 3/31/2017 at 11:03 AM

Connie Konrad, Register of Deeds _____

By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13th day of March, 2017 (the "Effective Date") by and between Steven L. Jessen, a married person (whether one or more, "Owner"), whose address is 20220 324th Ave., Harrold, SD 57536, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Steven L. Jessen, a married person

SPOUSAL CONSENT:

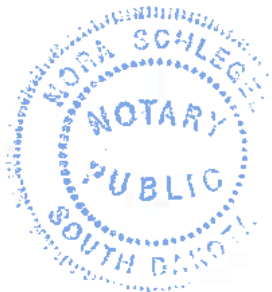
By: Steven L. Jessen
Name: Steven L. Jessen

By: Tonja Jessen
Name: Tonja Jessen

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On Feb 23, 2017 before me, Nora Schlegel
(Name, Title of Officer, Notary Public), personally appeared Steven L. Jessen and Tonja Jessen, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Nora Schlegel
Notary Public
Expires: 9-18-2018



[Signatures continued on following page]

[Signatures continued from preceding page]

SELLER / LEGAL TITLE OWNER:

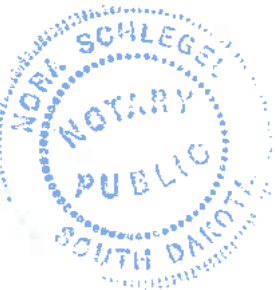
Ronald Jessen, as Trustee under the Ronald Jessen Living Trust dated October 1, 2007

By: Ronald Jessen
Name: Ronald Jessen
Its: Trustee

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On Feb. 23, 2017 before me, Nora Schlegel
(Name, Title of Officer, Notary Public), personally appeared Ronald Jessen, as Trustee under the Ronald Jessen Living Trust dated October 1, 2007, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Nora Schlegel
Notary Public
Expires: 9-18-2018



[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The North Half (N½) of Section 19, Township 111 North, Range 73, West of the 5th P.M.

The South Half (S½) of Section 18, Township 111 North, Range 73, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 9 E Page: 274 - 279 Doc: 20190387
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 10/21/2019 at 10:35 AM

Connie Konrad, Register of Deeds Leornie Konrad

By _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13 day of August, 2019 (the "Effective Date") by and between Mark Klebsch and Mary Lee Klebsch, husband and wife, whose address is 20350 326th Street, Holabird, SD 57540 (whether one or more, "Owner"), and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Southwest Quarter (SW¼) of Section 5, Township 111 North, Range 73 West of the 5th P.M.

The South Half (S½) and the Northeast Quarter (NE¼) of Section 7, Township 111 North, Range 73 West of the 5th P.M.

The West Half (W½) of Section 8, Township 111 North, Range 73 West of the 5th P.M.

The Northeast Quarter (NE¼) of Section 18, Township 111 North, Range 73 West of the 5th P.M.

The Northwest Quarter (NW¼) of Section 17, Township 111 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#1078
STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 10th day of April 2018
9:30 O'clock A.M. and recorded in
Book 18 Page 623.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 22nd day of September, 2017 (the "Effective Date") by and between Lee Kleinschmidt and Dawn Kleinschmidt, husband and wife, whose address is 20831 318 Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The North Half (N½) of Section 12, Township 111 North, Range 75 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#1079
STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 10th day of April 2018
9:30 O'clock A.M. and recorded in
Book 18 Page 624.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 20th day of September, 2017 (the "Effective Date") by and between Lee Kleinschmidt and Dawn Kleinschmidt, husband and wife, whose address is 20831 318 Ave, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

[Signatures continued from preceding page]

SELLER / LEGAL TITLE OWNER ACKNOWLEDGMENT:

We, the undersigned Roland Kleinschmidt and Betty Kleinschmidt, husband and wife, as "Seller" under that certain Contract for Deed between Seller and Lee Kleinschmidt and Dawn Kleinschmidt, husband and wife ("Owner"), dated 12/17/1999, and recorded on 1/19/2000 on Disk 1B #9183, in the official public records of Hughes County, South Dakota, and as legal title owner of Owner's Property, hereby (i) acknowledge and agree to the terms, conditions and provisions of the Easement, (ii) join in granting the Easement, including all rights and interests granted thereunder, to Developer, (iii) agree that the Easement is binding upon, runs with and burdens Seller's right, title and interest in and to Owner's Property, and (iv) agree that the Easement shall remain in full force and effect regardless of whether the Contract for Deed is fully performed or terminated, cancelled or otherwise extinguished.

SELLER / LEGAL TITLE OWNER:

By: Roland Kleinschmidt
Name: Roland Kleinschmidt

By: Betty Kleinschmidt
Name: Betty Kleinschmidt

STATE OF South Dakota)
COUNTY OF Hughes) ss
On September 22 2017 before me, Valeic Marso

(Name, Title of Officer, Notary Public), personally appeared Roland Kleinschmidt and Betty Kleinschmidt, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Valeic Marso
Notary Public

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northwest Quarter (NW¼) of Section 21, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 7 E Page: 620 - 625 Doc: 20160204
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 6/6/2016 at 11:26 AM

Connie Konrad, Register of Deeds

By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of May, 2016 (the "Effective Date") by and between Doris J. Knox and Gerald W. Knox, as Trustees of Successor Trustees under the Doris J. Knox Living Trust dated July 2, 2015, as to an undivided one-half (1/2) interest, and Gerald W. Knox and Doris J. Knox, as Trustees of Successor Trustees under the Gerald W. Knox Living Trust dated July 2, 2015, as to an undivided one-half (1/2) interest (whether one or more, "Owner"), whose address is 33325 207th St., Highmore, SD 57345, and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the

Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The South Half of the Southeast Quarter (S½SE¼) of Section Eleven (11), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

All of Section Fourteen (14), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 7 E Page: 614 - 619 Doc: 20160203
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 6/6/2016 at 11:25 AM

Connie Konrad, Register of Deeds _____

By Jane McCloud _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of May, 2016 (the "Effective Date") by and between Doris J. Knox and Gerald W. Knox, as Trustees of Successor Trustees under the Doris J. Knox Living Trust dated July 2, 2015, as to an undivided one-half (1/2) interest, and Gerald W. Knox and Doris J. Knox, as Trustees of Successor Trustees under the Gerald W. Knox Living Trust dated July 2, 2015, as to an undivided one-half (1/2) interest (whether one or more, "Owner"), whose address is 33325 207th St., Highmore, SD 57345, and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the

Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

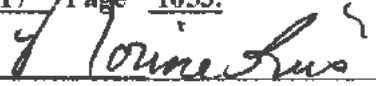
Real property situated in Hyde County, South Dakota described as follows:

The West Half (W $\frac{1}{2}$) of Section Seventeen (17), Township One Hundred Ten (110) North,
Range Seventy-two (72) West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 5th day of June, 2017
10:30 O'clock A.M. and recorded in
Book 17 Page 1053.


Register of Deeds / Deputy

Fee \$30.00 pd.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 9th day of May, 2017 (the "Effective Date") by and between Ross Krull and Janice Krull, husband and wife, whose address is 20466 Gustafson, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$), LESS AND EXCEPT the West 180' of the North 410' of the Southwest Quarter (SW $\frac{1}{4}$) of Section 18, Township 111 North, Range 74 West of the 5th P.M.

The Northeast Quarter (NE $\frac{1}{4}$), the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section 19, Township 111 North, Range 74 West of the 5th P.M.

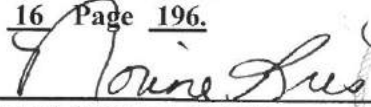
The West Half (W $\frac{1}{2}$) of Section 20, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#303

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 28th day of Jan. 2016
4:00 O'clock P.M. and recorded in
Book 16 Page 196.


Register of Deeds or Deputy

Fee \$30.00 pd.



Title of Document: Memorandum of Easement for Wind Energy Development

Date of Document: December 2, 2015

Owner: L Bar X Land Co., LLC, a South Dakota Limited Liability Company

Assignor's Address: 1406 Pine View Drive, Sturgis, SD 57785

Assignee: Triple H Wind Project, LLC, a Delaware limited liability company

Assignee's address: 3760 State Street, Suite 200, Santa Barbara, CA 93105

Full legal description is located on Exhibit A attached to document.

Connie Konrad, Register of Deeds Connie Konrad

By _____, Deputy



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
(805) 569.6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 2nd day of December, 2015 (the "**Effective Date**") by and between L Bar X Land Co., LLC, a South Dakota Limited Liability Company (whether one or more, "**Owner**"), whose address is 1406 Pine View Dr., Sturgis, SD 57785, and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County and Hyde County, South Dakota, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County and Hyde County, South Dakota described as follows:

The Northwest Quarter (NW¼) of Section Twelve (12), Township One Hundred Eleven (111) North, Range Seventy-four (74), West of the 5th P.M., Hughes County.

The Southeast Quarter (SE¼) of Section Twelve (12), Township One Hundred Eleven (111) North, Range Seventy-four (74), West of the 5th P.M., Hughes County.

The Northeast Quarter (NE¼) of Section Twelve (12), Township One Hundred Eleven (111) North, Range Seventy-four (74), West of the 5th P.M., Hughes County.

The Southeast Quarter (SE¼) of Section Thirty-one (31), Township One Hundred Twelve (112) North, Range Seventy-three (73), West of the 5th P.M., Hyde County.

The Northwest Quarter (NW¼) of Section Five (5), Township One Hundred Eleven (111) North, Range Seventy-three (73), West of the 5th P.M., Hyde County.

The Northwest Quarter (NW¼) of Section Seven (7), Township One Hundred Eleven (111) North, Range Seventy-three (73), West of the 5th P.M., Hyde County.

The Southwest Quarter (SW¼) of Section Six (6), Township One Hundred Eleven (111) North, Range Seventy-three (73), West of the 5th P.M., Hyde County.

The Northwest Quarter (NW¼) of Section Six (6), Township One Hundred Eleven (111) North, Range Seventy-three (73), West of the 5th P.M., Hyde County.

The Southeast Quarter (SE¼) of Section Six (6), Township One Hundred Eleven (111) North, Range Seventy-three (73), West of the 5th P.M., Hyde County.

The Northeast Quarter (NE¼) of Section Six (6), Township One Hundred Eleven (111) North, Range Seventy-three (73), West of the 5th P.M., Hyde County.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 6th day of Nov. 2017
10:20 O'clock A.M. and recorded in
Book 17 Page 2134.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 23rd day of October, 2017 (the "Effective Date") by and between Arlen D. Mehrer and Dana R. Mehrer, husband and wife, whose address is 32253 204th St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

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3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]


[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: Infinity Power Partners, LLC, a Delaware
limited liability company

Its: Sole Member

By: 

Name: Matt T. Riley

Its: Manager

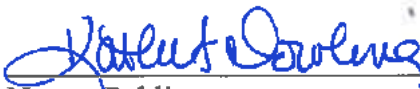
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

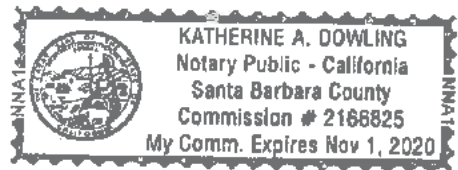
STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On October 23, 2017 before me, Katherine A. Dowling, (Notary Public), personally appeared Matt T. Riley, Manager of Infinity Power Partners, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public
My commission expires: 11/1/2020



Prepared by Infinity Renewables, LLC
Telephone: 805-569-6180

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 16, Township 111 North, Range 74 West of the 5th P.M.

The South Half (S $\frac{1}{2}$) of Section 15, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 10th day of March, 2021 (the "**Effective Date**") by and between Arlen D. Mehrer, a married person, whose address is 32253 204th St., Harrold, SD 57536, Deborah L. Myers, a married person, whose address is 1236 Cedar Dr., Berthoud, CO 80513, and Pamela R. Crist, a single person, whose address is 2617 N. Gilpin Ave., Loveland, CO 80538 (whether one or more, "**Owner**"), and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Arlen D. Mehrer, a married person

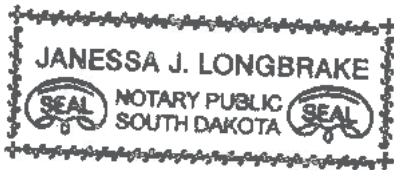
By: Arlen D. Mehrer
Name: Arlen D. Mehrer

SPOUSAL CONSENT:

By: Dana R. Mehrer
Name: Dana R. Mehrer

STATE OF S. Dak)
) ss
COUNTY OF Hughes)

On March 2, 2021 before me, Janessa J. Longbrake
(Name, Title of Officer, Notary Public), personally appeared Arlen D. Mehrer and Dana R. Mehrer, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.



Janessa J. Longbrake

Notary Public

My commission expires: Janessa J. Longbrake
My Commission Expires
March 29, 2025

[Signatures continued on following page]

OWNER:

Deborah L. Myers, a married person

By: *Deborah L. Myers*
Name: Deborah L. Myers

SPOUSAL CONSENT:

By: *Sterling Myers*
Name: Sterling Myers

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

On FEB 24, 2021 before me, KATHY SHOOP, NOTARY PUBLIC (Name, Title of Officer, Notary Public), personally appeared Deborah L. Myers and Sterling Myers, wife and husband, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

KATHY SHOOP
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20204032204
My Commission Expires 9/16/2024

Kathy Shoop
Notary Public
My commission expires: 9-16-2024

[Signatures continued on following page]

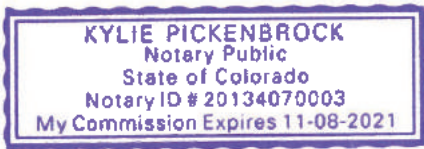
OWNER:

Pamela R. Crist, a single person

By: Pamela R. Crist
Name: Pamela R. Crist

STATE OF Colorado)
) ss
COUNTY OF Larimer)

On February 22, 2021 before me, Kylie Pickenbrock, Notary public (Name, Title of Officer, Notary Public), personally appeared Pamela R. Crist, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Kylie Pickenbrock
Notary Public
My commission expires: 11/08/2021

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The North Half of the Southeast Quarter (N½SE¼) of Section 16, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 6th day of Nov. 2017
10:20 O'clock A.M. and recorded in
Book 17 Page 2135.

Marine Rus
Register of Deeds or Deputy



Fee \$30.00 pd.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 23rd day of October, 20 17 (the "Effective Date") by and between Arlen D. Mehrer, a married person, whose address is 32253 204th St., Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

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3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: Infinity Power Partners, LLC, a Delaware
limited liability company

Its: Sole Member

By: *MTR*
Name: Matt T. Riley
Its: Manager

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.

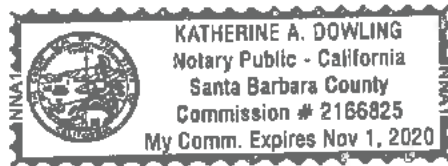
STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On October 23, 2017 before me, Katherine A. Dowling, (Notary Public), personally appeared Matt T. Riley, Manager of Infinity Power Partners, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Katherine Dowling
Notary Public
My commission expires: 11/1/2020



Prepared by Infinity Renewables, LLC
Telephone: 805-569-6180

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 16, Township 111 North, Range 74 West of the 5th P.M.

The Northeast Quarter (NE $\frac{1}{4}$) of Section 15, Township 111 North, Range 74 West of the 5th P.M.

The Northwest Quarter (NW $\frac{1}{4}$) of Section 15, Township 111 North, Range 74 West of the 5th P.M.

The Northwest Quarter (NW $\frac{1}{4}$) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 16, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 10th day of March, 2021 (the "**Effective Date**") by and between Arlen D. Mehrer, a married person, whose address is 32253 204th St., Harrold, SD 57536 (whether one or more, "**Owner**"), and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**Owner's Property**").

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NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Arlen D. Mehrer, a married person

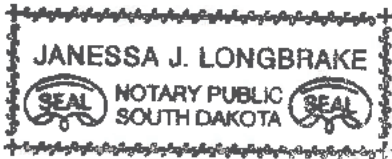
By: *Arlen D. Mehrer*
Name: Arlen D. Mehrer

SPOUSAL CONSENT:

By: *Dana R. Mehrer*
Name: Dana R. Mehrer

STATE OF South Dakota)
) ss
COUNTY OF Hughes)

On March 2, 2021 before me *Janessa J. Longbrake*
(Name, Title of Officer, Notary Public), personally appeared Arlen D. Mehrer and Dana R. Mehrer, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Janessa J. Longbrake
Notary Public

My commission expires: Janessa J. Longbrake
My Commission Expires
March 29, 2025

{Signatures continued on following page}

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 10, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#3126
STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 1st day of Oct. 2018
2:30 O'clock P.M. and recorded in
Book 18 Page 1825.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 7th day of September, 2018 (the "Effective Date") by and between Delores A. Mehrer, a single person, as life tenant, and Pamela R. Crist, a single person, and Deborah L. Myers, a married person, as remaindermen, whose addresses are Delores Mehrer, c/o Arlen Mehrer, 32253 204th St., Harrold, SD 57536; Pamela Crist, 2617 Gilpen Ave., Loveland, CO 80538; Deborah Myers, 1236 Cedar Dr., Berthoud, CO 80513 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

[Signatures continued from preceding page]

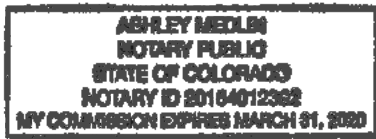
OWNER:

Pamela R. Crist, a single person, as remainderman

By: Pamela R. Crist
Name: Pamela R. Crist
Its: Remainderman

STATE OF Colorado)
) ss
COUNTY OF Lincoln)

On July 21, 2018 before me, Notary Public, personally appeared Pamela R. Crist, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Ashley Medlin
Notary Public
My commission expires: 03/31/2020

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The North Half (N½) of Section 22, Township 111, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 7 E Page: 626 - 630 Doc: 20160214
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 6/20/2016 at 10:45 AM

Connie Konrad, Register of Deeds _____
By Jane McCleod, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 17 day of May, 2016 (the "Effective Date") by and between Monte W. Melvin, a married person (whether one or more, "Owner"), whose address is 14038 S.D Hwy 36, Hermosa, SD 57744, and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

The Southwest Quarter (SW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-four (24), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

The Northeast Quarter (NE $\frac{1}{4}$), the Northwest Quarter (NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-five (25), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

The Northeast Quarter (NE $\frac{1}{4}$), the Northwest Quarter (NW $\frac{1}{4}$), the Southwest Quarter (SW $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-six (26), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

The Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

The Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-six (36), Township One Hundred Ten (110) North, Range Seventy-three (73) West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

Filed for record this 2nd day of July 2018
9:15 O'clock A.M. and recorded in
Book 18 Page 1215.

Moine Lus
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 19th day of June, 2018 (the "Effective Date") by and between Deborah L. Myers, a married person, whose address is 1236 Cedar Drive, Berthoud, CO 80513 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Northwest Quarter (NW¼) of Section 11, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

Book: 8 E Page: 514 - 519 Doc: 20190041
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 2/14/2019 at 11:07 AM

Connie Konrad, Register of Deeds _____

By Jane McCloud, Deputy



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 7 day of January, 2019 (the "Effective Date") by and between Nicholas F. Nemeec and Mary Jo Nemeec, husband and wife, whose address is 19757 327th Ave., Holabird, SD 57540 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and

run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The Northwest Quarter (NW¼) of Section 30, Township 112, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for Record this 24th day of May, 2021
11:00 O'clock AM and recorded in Book 21
Page 1235.

Patty Williams

Register of Deeds or Deputy
Fee \$30.00 pd
Electronic Pages 7



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "**Memorandum**") is made as of the 7th day of April, 2021 (the "**Effective Date**") by and between Ogan Family Limited Partnership, a South Dakota Limited Partnership, whose address is 30360 E Hwy 34, Pierres, SD 57051 (whether one or more, "**Owner**"), and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("**Developer**"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "**Easement**"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County and Hyde County, South Dakota, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Owner's Property**").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Setback Waivers.

2.1 Hyde County Zoning Ordinance. Owner hereby (i) waives the setbacks from established dwelling units for Large Wind Energy Systems set forth under Hyde County, South Dakota, Zoning Ordinance (the "Hyde County Zoning Ordinance") Section 9-104, (ii) opts out of said setback requirements as provided under Section 9-104 of the Hyde County Zoning Ordinance, and (iii) consents to a setback of no less than 1400 feet minimum or one point one (1.1) times the system height, whichever is greater, from any established dwelling on Owner's Property as provided under Section 9-104 of the Hyde County Zoning Ordinance.

2.2 South Dakota Codified Laws. To the fullest extent allowed by law, Owner hereby forever waives and/or opts out of any and all setbacks and setback requirements set forth in South Dakota Codified Laws, Section 43-13-24. Owner hereby consents to the placement of wind turbine towers on property adjacent to

Owner's Property, within five hundred feet and 1.1 times the height of the tower of Owner's Property line as provided under South Dakota Codified Laws, Section 43-13-24.

2.3 Hughes County Zoning Ordinance. Owner hereby (i) grants Developer written permission to place Improvements at a distance less than otherwise required by the Hughes County, South Dakota, Zoning Ordinance Section 2-117.F.2 (the "Hughes County Zoning Ordinance") from currently occupied residences, business and public buildings, (ii) opts out of said setback requirements as provided under the Hughes County Zoning Ordinance, and (iii) consents to a setback of no less than 1400 feet minimum from any currently occupied residences, business and public buildings on Owner's Property as provided by the Hughes Zoning Ordinance.

2.4 South Dakota Codified Laws. To the fullest extent allowed by law, Owner hereby forever waives and/or opts out of any and all setbacks and setback requirements set forth in South Dakota Codified Laws, Section 43-13-24. Owner hereby consents to the placement of wind turbine towers on property adjacent to Owner's Property, within five hundred feet and 1.1 times the height of the tower of Owner's Property line as provided under South Dakota Codified Laws, Section 43-13-24 and the Hughes Zoning Ordinance.

3. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

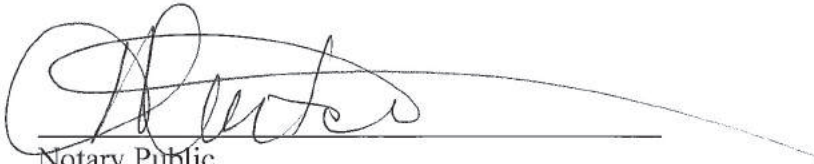
OWNER:

Ogan Family Limited Partnership, a South Dakota Limited Partnership

By: Patricia N. Ogan
Name: Patricia N. Ogan
Its: General Partner

STATE OF South Dakota)
COUNTY OF Stanley) ss

On March 29, 2021, before me, Kimberley A. Mortenson, (Notary Public), personally appeared Patricia N. Ogan as General Partner of Ogan Family Limited Partnership, a South Dakota Limited Partnership, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public
My commission expires: _____

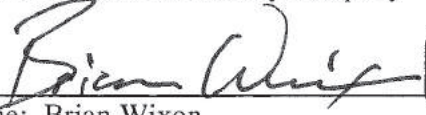
[Signatures continued on following page]

Kimberley A. Mortenson, Notary Public
My Commission Expires October 1, 2023

[Signatures continued from preceding page]

DEVELOPER:


NORTH BEND WIND PROJECT, LLC,
a Delaware limited liability company

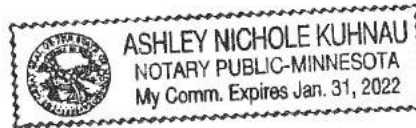
By:  ^{DS}
Name: Brian Wixon
Title: Director of Land Acquisition

STATE OF MINNESOTA)
) ss
COUNTY OF LYON)

On April 7, 2021, before me, Ashley Kuhnau, (Notary Public), personally appeared Brian Wixon, Director of Land Acquisition of North Bend Wind Project, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public
Printed Name: Ashley Kuhnau
My commission expires: January 31, 2022



Prepared by North Bend Wind Project, LLC
Telephone: 805-569-6180

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County and Hyde County, South Dakota described as follows:

The East Half (E $\frac{1}{2}$) of Section 12, Township 110 North, Range 74 West of the 5th P.M., Hughes County, South Dakota

The Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 110 North, Range 74 West of the 5th P.M., Hughes County, South Dakota

Lots 3, 4, the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of Section 4, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

The South Half (S $\frac{1}{2}$) of Section 5, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 8, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 9, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

The Northeast Quarter (NE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section 10, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 17, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$), the Southeast Quarter (SE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section 18, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$) and the East Half (E $\frac{1}{2}$) of Section 19, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 20, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$), and the Northeast Quarter (NE $\frac{1}{4}$) of Section 30, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 10 E Page: 115 - 121 Doc: 20210231

Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00

Filed for record on 5/25/2021 at 1:00 PM

Connie Konrad, Register of Deeds *Connie Konrad*

By _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

North Bend Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 7th day of April, 2021 (the "Effective Date") by and between Ogan Family Limited Partnership, a South Dakota Limited Partnership, whose address is 30360 E Hwy 34, Pierre, SD 57501 (whether one or more, "Owner"), and NORTH BEND WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County and Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Setback Waivers.

2.1 Hyde County Zoning Ordinance. Owner hereby (i) waives the setbacks from established dwelling units for Large Wind Energy Systems set forth under Hyde County, South Dakota, Zoning Ordinance (the "Hyde County Zoning Ordinance") Section 9-104, (ii) opts out of said setback requirements as provided under Section 9-104 of the Hyde County Zoning Ordinance, and (iii) consents to a setback of no less than 1400 feet minimum or one point one (1.1) times the system height, whichever is greater, from any established dwelling on Owner's Property as provided under Section 9-104 of the Hyde County Zoning Ordinance.

2.2 South Dakota Codified Laws. To the fullest extent allowed by law, Owner hereby forever waives and/or opts out of any and all setbacks and setback requirements set forth in South Dakota Codified Laws, Section 43-13-24. Owner hereby consents to the placement of wind turbine towers on property adjacent to

Owner's Property, within five hundred feet and 1.1 times the height of the tower of Owner's Property line as provided under South Dakota Codified Laws, Section 43-13-24.

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2.4 South Dakota Codified Laws. To the fullest extent allowed by law, Owner hereby forever waives and/or opts out of any and all setbacks and setback requirements set forth in South Dakota Codified Laws, Section 43-13-24. Owner hereby consents to the placement of wind turbine towers on property adjacent to Owner's Property, within five hundred feet and 1.1 times the height of the tower of Owner's Property line as provided under South Dakota Codified Laws, Section 43-13-24 and the Hughes Zoning Ordinance.

3. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

4. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

5. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County and Hyde County, South Dakota described as follows:

The East Half (E $\frac{1}{2}$) of Section 12, Township 110 North, Range 74 West of the 5th P.M., Hughes County, South Dakota

The Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 110 North, Range 74 West of the 5th P.M., Hughes County, South Dakota

Lots 3, 4, the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of Section 4, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

The South Half (S $\frac{1}{2}$) of Section 5, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 8, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 9, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

The Northeast Quarter (NE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section 10, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 17, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$), the Southeast Quarter (SE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of Section 18, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$) and the East Half (E $\frac{1}{2}$) of Section 19, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

All of Section 20, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Lots 1, 2, 3, 4, the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$), and the Northeast Quarter (NE $\frac{1}{4}$) of Section 30, Township 110 North, Range 73 West of the 5th P.M., Hyde County, South Dakota

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 147 - 152 Doc: 20170158
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 5/8/2017 at 11:43 AM

Connie Konrad, Register of Deeds _____

By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 13th day of April, 2017 (the "Effective Date") by and between Katherine S. Porter, a married person whose address is 20115 342nd Avenue, Highmore, SD 57345 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Katherine S. Porter, a married person

By: Katherine S. Porter
Name: Katherine S. Porter

SPOUSAL CONSENT:

By: Robert A. Hanson
Name: Robert Hanson

STATE OF South Dakota)
) ss
COUNTY OF Hyde)

On March 22, 2017 before me, Tera L Fawcett
(Name, Title of Officer, Notary Public), personally appeared Katherine S. Porter and Robert Hanson, wife and husband, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Tera L Fawcett
Notary Public
My Commission Expires 6/31/18

[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: Infinity Power Partners, LLC, a Delaware
limited liability company

Its: Sole Member

By: [Signature]
Name: Matt T. Riley
Its: Manager

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.

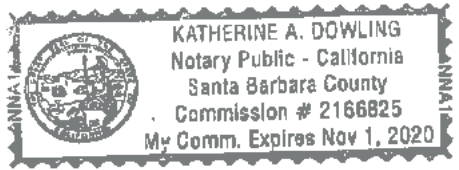
STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On April 13, 2017 before me, Katherine A. Dowling, (Notary Public), personally appeared Matt T. Riley, Manager of Infinity Power Partners, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]
Notary Public
My commission expires: 11/1/2020



Prepared by Infinity Renewables, LLC
Telephone: 805-569-6180

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The South Half (S½) of Section 35, Township 111, Range 73, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Sept. 2017
11:15 O'clock A.M. and recorded in
Book 17 Page 1800.

Maurice Lus
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 15th day of September, 2017 (the "Effective Date") by and between Maurice Ravnaas, a single man, whose address is 31808 US Highway 14, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. **Purpose and Scope of Easement.** The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. **Term.** The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. **Interpretation.** The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Maurice Ravnaas, a single man

By: Maurice Ravnaas
Name: Maurice Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On Aug. 29th, 2017 before me, Debra K. Peery
(Name, Title of Officer, Notary Public), personally appeared Maurice Ravnaas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Debra K. Peery
Notary Public
DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

SELLER / LEGAL TITLE OWNER ACKNOWLEDGMENT:

I, the undersigned Edward L. Ravnaas, a married person, as "Seller" under that certain Contract for Deed between Seller and Maurice Ravnaas, a single man ("Owner"), dated 12/28/2012, and recorded on 12/28/2012 in Book 33 MS at Page 106 as Document No. 20120544 in the official public records of Hyde County, South Dakota, as amended by that certain Amendment to Contract for Deed, dated 2/25/2013, and recorded on 3/18/2013 in Book 33 MS at Page 174 as Document No. 20130097 in the official public records of Hyde County, South Dakota, and recorded on 3/7/2013 in Book 13 at Page 590 in the official public records of Hughes County, South Dakota, and as Legal Title Owner of Owner's Property, hereby (i) acknowledge and agree to the terms, conditions and provisions of the Easement, (ii) join in granting the Easement, including all rights and interests granted thereunder, to Developer, (iii) agree that the Easement is binding upon, runs with and burdens Seller's right, title and interest in and to Owner's Property, and (iv) agree that the Easement shall remain in full force and effect regardless of whether the Contract for Deed is fully performed or terminated, cancelled or otherwise extinguished.

By: *Edward L. Ravnaas*
Name: Edward L. Ravnaas

SPOUSAL CONSENT:

By: *Lorraine Ravnaas*
Name: Lorraine Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On aug. 29th, 2017 before me, *Debra K. Perry*
(Name, Title of Officer, Notary Public), personally appeared Edward L. Ravnaas and Lorraine Ravnaas, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Perry
Notary Public
DEBRA K. PERRY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The South Half (S½) of Section 5, Township 111 North, Range 74, West of the 5th P.M.

All of Section 8, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Sept. 2017
11:15 O'clock A.M. and recorded in
Book 17 Page 1801.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 15th day of September, 2017 (the "Effective Date") by and between Maurice Ravnaas, a single man, whose address is 31808 US Highway 14, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Maurice Ravnaas, a single man

By: Maurice Ravnaas
Name: Maurice Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On Aug. 29th, 2017 before me, Debra K. Peery
(Name, Title of Officer, Notary Public), personally appeared Maurice Ravnaas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Debra K. Peery
Notary Public
DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

SELLER / LEGAL TITLE OWNER ACKNOWLEDGMENT:

I, the undersigned Edward L. Ravnaas, a married person, as "Seller" under that certain Contract for Deed between Seller and Maurice Ravnaas, a single man ("Owner"), dated 12/28/2012, and recorded on 12/28/2012 in Book 33 MS at Page 106 as Document No. 20120544 in the official public records of Hyde County, South Dakota, as amended by that certain Amendment to Contract for Deed, dated 2/25/2013, and recorded on 3/18/2013 in Book 33 MS at Page 174 as Document No. 20130097 in the official public records of Hyde County, South Dakota, and recorded on 3/7/2013 in Book 13 at Page 590 in the official public records of Hughes County, South Dakota, and as Legal Title Owner of Owner's Property, hereby (i) acknowledge and agree to the terms, conditions and provisions of the Easement, (ii) join in granting the Easement, including all rights and interests granted thereunder, to Developer, (iii) agree that the Easement is binding upon, runs with and burdens Seller's right, title and interest in and to Owner's Property, and (iv) agree that the Easement shall remain in full force and effect regardless of whether the Contract for Deed is fully performed or terminated, cancelled or otherwise extinguished.

By: *Edward L. Ravnaas*
Name: Edward L. Ravnaas

SPOUSAL CONSENT:
By: *Lorraine Ravnaas*
Name: Lorraine Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On aug. 29th, 2017 before me, *Debra K. Peery*
(Name, Title of Officer, Notary Public), personally appeared Edward L. Ravnaas and Lorraine Ravnaas, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public
DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The North Half (N $\frac{1}{2}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section 24, Township 111 North, Range 74, West of the 5th P.M.

The West Half (W $\frac{1}{2}$) of Section 25, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Sept. 2017
11:15 O'clock A.M. and recorded in
Book 17 Page 1802

Y. Corine Du...
Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

.MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 15th day of September, 2017 (the "Effective Date") by and between Maurice Ravnaas, a single man, whose address is 31808 US Highway 14, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Maurice Ravnaas, a single man

By: Maurice Ravnaas
Name: Maurice Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On Aug. 29th, 2017 before me, Debra K. Peery
(Name, Title of Officer, Notary Public), personally appeared Maurice Ravnaas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Debra K. Peery
Notary Public
DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

SELLER / LEGAL TITLE OWNER ACKNOWLEDGMENT:

I, the undersigned Edward L. Ravnaas, a married person, as "Seller" under that certain Contract for Deed between Seller and Maurice Ravnaas, a single man ("Owner"), dated 12/28/2012, and recorded on 12/28/2012 in Book 33 MS at Page 106 as Document No. 20120544 in the official public records of Hyde County, South Dakota, as amended by that certain Amendment to Contract for Deed, dated 2/25/2013, and recorded on 3/18/2013 in Book 33 MS at Page 174 as Document No. 20130097 in the official public records of Hyde County, South Dakota, and recorded on 3/7/2013 in Book 13 at Page 590 in the official public records of Hughes County, South Dakota, and as Legal Title Owner of Owner's Property, hereby (i) acknowledge and agree to the terms, conditions and provisions of the Easement, (ii) join in granting the Easement, including all rights and interests granted thereunder, to Developer, (iii) agree that the Easement is binding upon, runs with and burdens Seller's right, title and interest in and to Owner's Property, and (iv) agree that the Easement shall remain in full force and effect regardless of whether the Contract for Deed is fully performed or terminated, cancelled or otherwise extinguished.

By: *Edward L. Ravnaas*
Name: Edward L. Ravnaas

SPOUSAL CONSENT:
By: *Lorraine Ravnaas*
Name: Lorraine Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On Aug. 29th, 2017 before me, *Debra K. Peery*
(Name, Title of Officer, Notary Public), personally appeared Edward L. Ravnaas and Lorraine Ravnaas, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public **DEBRA K. PEERY**
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: Infinity Power Partners, LLC, a Delaware
limited liability company

Its: Sole Member

By: 

Name: Matt T. Riley

Its: Manager


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.

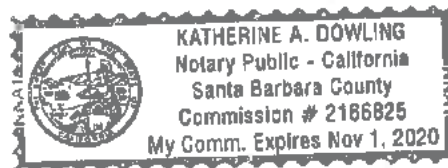
STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On September 15, 2017 before me, Katherine A. Dowling, (Notary Public), personally appeared Matt T. Riley, Manager of Infinity Power Partners, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public
My commission expires: 11/1/2020



Prepared by Infinity Renewables, LLC
Telephone: 805-569-6180

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The North Half of the South Half (N $\frac{1}{2}$ S $\frac{1}{2}$) of Section 36, Township 111 North, Range 74, West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 298 - 307 Doc: 20170426
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 11/6/2017 at 10:51 AM

Connie Konrad, Register of Deeds _____
By Jane McCloud, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of October, 2017 (the "Effective Date") by and between Maurice Ravnaas, a single man, whose address is 31808 US Highway 14, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Maurice Ravnaas, a single man

By: *Maurice Ravnaas*
Name: Maurice Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On Aug. 29th, 2017 before me, *Debra H. Peery*
(Name, Title of Officer, Notary Public), personally appeared Maurice Ravnaas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Debra H. Peery
Notary Public
My Commission Expires Sept. 27, 2019
DEBRA H. PEERY

[Signatures continued on following page]

[Signatures continued from preceding page]

SELLER / LEGAL TITLE OWNER ACKNOWLEDGMENT:

I, the undersigned Edward L. Ravnaas, a married person, as "Seller" under that certain Contract for Deed between Seller and Maurice Ravnaas, a single man ("Owner"), dated 12/28/2012, and recorded on 12/28/2012 in Book 33 MS at Page 106 as Document No. 20120544 in the official public records of Hyde County, South Dakota, as amended by that certain Amendment to Contract for Deed, dated 2/25/2013, and recorded on 3/18/2013 in Book 33 MS at Page 174 as Document No. 20130097 in the official public records of Hyde County, South Dakota, and recorded on 3/7/2013 in Book 13 at Page 590 in the official public records of Hughes County, South Dakota, and as Legal Title Owner of Owner's Property, hereby (i) acknowledge and agree to the terms, conditions and provisions of the Easement, (ii) join in granting the Easement, including all rights and interests granted thereunder, to Developer, (iii) agree that the Easement is binding upon, runs with and burdens Seller's right, title and interest in and to Owner's Property, and (iv) agree that the Easement shall remain in full force and effect regardless of whether the Contract for Deed is fully performed or terminated, cancelled or otherwise extinguished.

By: *Edward L. Ravnaas*
Name: Edward L. Ravnaas

SPOUSAL CONSENT:
By: *Lorraine Ravnaas*
Name: Lorraine Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On aug. 29th, 2017 before me, *Debra K. Peery*
(Name, Title of Officer, Notary Public), personally appeared Edward L. Ravnaas and Lorraine Ravnaas, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public **DEBRA K. PEERY**
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

[Signatures continued from preceding page]

SELLER / LEGAL TITLE OWNER ACKNOWLEDGMENT:

I, the undersigned Marietta Ravnaas, a single person, as "Seller" under that certain Contract for Deed between Seller and Maurice Ravnaas, a single man ("Owner"), dated 12/28/2012, and recorded on 12/28/2012 in Book 33 MS at Page 98 as Document No. 20120543 in the official public records of Hyde County, South Dakota, and as Legal Title Owner of Owner's Property, hereby (i) acknowledge and agree to the terms, conditions and provisions of the Easement, (ii) join in granting the Easement, including all rights and interests granted thereunder, to Developer, (iii) agree that the Easement is binding upon, runs with and burdens Seller's right, title and interest in and to Owner's Property, and (iv) agree that the Easement shall remain in full force and effect regardless of whether the Contract for Deed is fully performed or terminated, cancelled or otherwise extinguished.

SELLER / LEGAL TITLE OWNER:

By: Marietta O Ravnaas
Name: Marietta Ravnaas

STATE OF SD)
) ss
COUNTY OF Hughes)

On Aug. 29th, 2017 before me, Debra K. Peery
(Name, Title of Officer, Notary Public), personally appeared Marietta Ravnaas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Debra K. Peery
Notary Public
DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

[Signatures continued from preceding page]

SELLER / LEGAL TITLE OWNER ACKNOWLEDGMENT:

I, the undersigned Maurita Philbrick, f/k/a Maurita Ravnaas, a single person, as "Seller" under that certain Contract for Deed between Seller and Maurice Ravnaas, a single man ("Owner"), dated 12/28/2012, and recorded on 2/5/2013 in Book 33 MS at Page 138 as Document No. 20130051 in the official public records of Hyde County, South Dakota, and recorded on 1/28/2013 in Book 13 at Page 238 in the official public records of Hughes County, South Dakota and as Legal Title Owner of Owner's Property, hereby (i) acknowledge and agree to the terms, conditions and provisions of the Easement, (ii) join in granting the Easement, including all rights and interests granted thereunder, to Developer, (iii) agree that the Easement is binding upon, runs with and burdens Seller's right, title and interest in and to Owner's Property, and (iv) agree that the Easement shall remain in full force and effect regardless of whether the Contract for Deed is fully performed or terminated, cancelled or otherwise extinguished.

SELLER / LEGAL TITLE OWNER:

By: *Maurita Philbrick*
Name: Maurita Philbrick

STATE OF California)
) ss
COUNTY OF El Dorado)

On 09-27, 2017 before me, Evan Payne Notary Public
(Name, Title of Officer, Notary Public), personally appeared Maurita Philbrick, f/k/a Maurita Ravnaas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Evan Payne
Notary Public

[Signatures continued on following page]

CALIFORNIA NOTARY ACKNOWLEDGMENT

For An Individual Acting In His/Her Own Right:

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 El Dorado) ss.

On 09-27-2017 before me, Evan Pagner Notary Public, personally appeared Mawrita E Philbrick

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
Evan Pagner
Print Name

[NOTARIAL SEAL]
EVAN PUGNER
COMM. #2183413
NOTARY PUBLIC - CALIFORNIA
EL DORADO COUNTY
My Commission Expires 02/18/2021
My commission expires: 02-18-2021

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The West Half (W½) and the North 94.2 acres of the Northeast Quarter (NE¼) of Section 6, Township 110 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.



Book: 8 E Page: 263 - 268 Doc: 20170319
Hyde County, SD Rec Fee: \$30.00 Trans Fee: \$0.00
Filed for record on 8/25/2017 at 10:07 AM

Connie Konrad, Register of Deeds Connie Konrad

By _____, Deputy

(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of August, 2017 (the "Effective Date") by and between Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and Corien M. Reding and Sheldon P. Reding, as Trustees of the Corien M. Reding Living Trust dated May 3, 2000, whose address is P.O. Box 216, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hyde County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. **Purpose and Scope of Easement.** The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. **Term.** The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. **Interpretation.** The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and Corien M. Reding and Sheldon P. Reding, as Trustees of the Corien M. Reding Living Trust dated May 3, 2000

By: Sheldon P. Reding
Name: Sheldon P. Reding
Its: Trustee

By: Corien M. Reding
Name: Corien M. Reding
Its: Trustee

STATE OF SD)
) ss
COUNTY OF Hughes)

On June 20th, 2017 before me, Debra K. Peery
(Name, Title of Officer, Notary Public), personally appeared Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and as Trustees of the Corien M. Reding Living Trust dated May 3, 2000, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public

DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hyde County, South Dakota described as follows:

The North Half (N $\frac{1}{2}$) of Section 5, Township 110 North, Range 73 West of the 5th P.M.

The Northeast Quarter (NE $\frac{1}{4}$), of Section 6, Township 110 North, Range 73 West of the 5th P.M., LESS AND EXCEPT the North 94.2 acres.

The Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 110 North, Range 73 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 25th day of Aug. 2017
10:00 O'clock A.M. and recorded in
Book 17 Page 1622.

Corien M. Reding

Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of August, 2017 (the "Effective Date") by and between Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and Corien M. Reding and Sheldon P. Reding, as Trustees of the Corien M. Reding Living Trust dated May 3, 2000, whose address is P.O. Box 216, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and Corien M. Reding and Sheldon P. Reding, as Trustees of the Corien M. Reding Living Trust dated May 3, 2000

By: Sheldon P. Reding
Name: Sheldon P. Reding
Its: Trustee

By: Corien M. Reding
Name: Corien M. Reding
Its: Trustee

STATE OF SD)
) ss
COUNTY OF Hughes)

On June 20th, 2017 before me, Debra K. Peery
(Name, Title of Officer, Notary Public), personally appeared Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and as Trustees of the Corien M. Reding Living Trust dated May 3, 2000, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public

DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$) of Section 36, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 5th day of Sept. 2017
12:30 O'clock P.M. and recorded in
Book 17 Page 1683.

Register of Deeds / Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 589-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 10th day of August, 2017 (the "Effective Date") by and between Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and Corien M. Reding and Sheldon P. Reding, as Trustees of the Corien M. Reding Living Trust dated May 3, 2000, whose address is P.O. Box 216, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Easement for Wind Energy Development, by their duly-authorized representatives, as of the day and year first above written.

OWNER:

Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and Corien M. Reding and Sheldon P. Reding, as Trustees of the Corien M. Reding Living Trust dated May 3, 2000

By: Sheldon P Reding
Name: Sheldon P. Reding
Its: Trustee

By: Corien M Reding
Name: Corien M. Reding
Its: Trustee

STATE OF SD)
) ss
COUNTY OF Hughes)

On June 20th, 2017 before me, Debra K. Peery
(Name, Title of Officer, Notary Public), personally appeared Sheldon P. Reding and Corien M. Reding, as Trustees of the Sheldon P. Reding Living Trust dated May 3, 2000, and as Trustees of the Corien M. Reding Living Trust dated May 3, 2000, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



Debra K. Peery
Notary Public

DEBRA K. PEERY
My Commission Expires Sept. 27, 2019

[Signatures continued on following page]

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 111 North, Range 74 West of the 5th P.M.

The East Half (E $\frac{1}{2}$) of Section 25, Township 111 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.

#65
STATE OF SOUTH DAKOTA
County of Hughes

Filed for record this 8th day of Jan. 2018
11:30 O'clock A.M. and recorded in
Book 18 Page 44.


Register of Deeds or Deputy

Fee \$30.00 pd.



(Space Above this Line for Recorder's Use Only)

PREPARED BY, AND
WHEN RECORDED, RETURN TO:

Triple H Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Acquisition Dept.
Phone: (805) 569-6180

MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT

THIS MEMORANDUM OF EASEMENT FOR WIND ENERGY DEVELOPMENT (this "Memorandum") is made as of the 18th day of December, 2017 (the "Effective Date") by and between RJ Bauer Limited Partnership, a South Dakota Limited Partnership, whose address is P.O. Box 2, Harrold, SD 57536 (whether one or more, "Owner"), and TRIPLE H WIND PROJECT, LLC, a Delaware limited liability company ("Developer"), whose address is stated above. Each of Owner and Developer is sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner and Developer are parties to that certain Easement for Wind Energy Development dated as of the Effective Date (the "Easement"), whereby Owner demised and granted an exclusive easement, *in gross*, and right-of-way unto Developer, and Developer took an interest through an Easement from Owner on, over and across that certain real property located in Hughes County, South Dakota, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Owner's Property").

B. The Parties desire to execute and record this Memorandum for the purpose of putting all persons on notice of Developer's right, title and interest in and to Owner's Property under the Easement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Easement.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Easement and this Memorandum, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Developer agree as follows:

1. Purpose and Scope of Easement. The Easement grants to Developer an exclusive easement, *in gross*, for wind resource assessment and analysis, wind energy conversion, for the collection and transmission of electric power, and certain rights and easements for related and incidental purposes and activities. Owner shall have no ownership or other interest in any windpower facilities installed on the Owner's Property by Developer, and Developer may remove any or all such windpower facilities at any time.

Among other rights and restrictions in the Easement, is the following restriction: Any obstruction to the free flow of the wind by Owner or persons other than Developer or any transferee or assignee of Developer or persons claiming through or under Developer or any transferee or assignee of Developer is prohibited throughout the entire area of Owner's Property, which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facilities are or may be located at any time or from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of Owner's Property, together vertically through all space located above the surface of Owner's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of Owner's Property through each Site to each point and on and along such line to the opposite exterior boundary of Owner's Property. Trees, structures and improvements located on Owner's Property as of the Effective Date of this Easement shall be allowed to remain and Developer may not require their removal. After the Effective Date of this Easement, Owner may not place or plant any trees, structures or improvements on Owner's Property exceeding thirty (30) feet in height that may, in Developer's sole judgment, impede or interfere with the flow of wind to any Site or the Windpower Facilities, unless Owner has received prior written approval from Developer for any such trees, structures or improvements.

2. Term. The Easement Term commenced on the Effective Date and shall continue for fifty (50) years thereafter, unless earlier terminated or extended in accordance with the terms and conditions of the Easement.

3. Interpretation. The terms, conditions and covenants of the Easement are incorporated herein by reference as though fully set forth in this Memorandum. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Easement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Easement. The purpose of this Memorandum is to give public notice of the existence of the Easement. The terms and conditions of the Easement are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any inconsistency between this Memorandum and the terms and conditions of the Easement, the Easement shall prevail. The Easement contains a full description of the real property encumbered by the Easement and the easements and other rights granted therein, which

terms burden the Owner's Property and run with the land. All of the terms and conditions under which the Easement is granted or may be terminated are included within the Easement.

4. Counterparts. This Memorandum may be executed in counterparts and such counterparts shall, when taken together, constitute one and the same agreement.

[Signatures on following pages.]

[Signatures continued from preceding page]

DEVELOPER:

TRIPLE H WIND PROJECT, LLC,
a Delaware limited liability company

By: Infinity Power Partners, LLC, a Delaware
limited liability company

Its: Sole Member

By: [Signature]

Name: Derek M. Harding

Its: Manager

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.

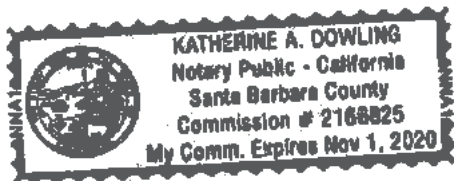
STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On December 18, 2017 before me, Katherine A. Dowling, (Notary Public), personally appeared Derek M. Harding, Manager of Infinity Power Partners, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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]
Notary Public
My commission expires: 11/1/2020



Prepared by Infinity Renewables, LLC
Telephone: 805-569-6180

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

Real property situated in Hughes County, South Dakota described as follows:

The West Half ($W\frac{1}{2}$) and the Southeast Quarter ($SE\frac{1}{4}$) of Section 6, Township 111 North, Range 74 West of the 5th P.M.

Lots 1 and 2 and the East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$) (also known as the $NW\frac{1}{4}$) and the South Half ($S\frac{1}{2}$) of Section 31, Township 112 North, Range 74 West of the 5th P.M.

Subject to all conveyances, restrictions or reservations of record, if any.