

## AMENDMENT TO WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT

This **AMENDMENT TO WIND ENERGY LEASE AND WIND EASEMENT AGREEMENT** (this "**Agreement**") is made, dated and effective of January 1, 2016, (the "**Effective Date**"), by and between Betty Carlson, a single person ("**Lessor**"), and **TRIMONT WIND I LLC**, an Oregon limited liability company ("**Lessee**"). Lessor and Lessee may hereafter be referred to as, together, the "**Parties**" and each, a "**Party**".

### RECITALS

**WHEREAS**, Lessor and Lessee are parties to that certain Land Lease and Wind Easement dated as of November 12, 2004 (as amended, the "**Lease**"), a short of form of which was recorded in the Office of the County Recorder of Martin County, Minnesota on April 11, 2005 as Document No. 2005R-377483, whereby Lessor granted Lessee an exclusive lease and wind easement on, across, over and above certain real property consisting of approximately located in the County of Martin, State of Minnesota, as more particularly described on the Exhibit A attached to the Lease (the "**Premises**"), all in accordance with the terms and conditions set forth in the Lease.

**WHEREAS**, as of the date hereof, the Parties have agreed to extend the term of the Lease, and to provide for additional and modified compensation to Lessor, all as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **CAPITALIZED TERMS**. Capitalized terms not otherwise defined in this Agreement shall have the meanings provided in the Lease.
2. **PREMISES – SECTION 1.1(a)**. Section 1.1(a) of the Lease is hereby amended by deleting the phrase "Lessor leases to Lessee and Lessee leases from Lessor the real property legally described in Exhibit A attached hereto (the "**Premises**")" from such Section 1.1(a) and replacing the same with the following: "Lessor leases to Lessee and Lessee leases from Lessor the real property legally described in Exhibit A attached hereto and incorporated herein, and consisting of approximately 160 acres (the "**Premises**")".
3. **LEASE TERM - SECTION 2.1**. Section 2.1(a) of the Lease is hereby amended by deleting the text of such Section 2.1(a) in its entirety and replacing the same with the following:

“(a) The term of this Lease (“Term”) shall commence on the effective date set forth above and expire on December 31, 2045, unless terminated earlier or extended in accordance with its terms.”
4. **RENT –SECTION 3.1**. Section 3.1 of the Lease is hereby amended by deleting the text of such Section 3.1 in its entirety and replacing the same with the following:

“Lessee shall pay to Lessor annual rental payments equal to (i) \$4,000 per turbine located on the Premises during the period from the “Commencement Date” (as defined herein) through December 31, 2034, and (ii) \$7,000 per turbine located on the Premises during the

period from January 1, 2035 through the remainder of the Term (“Turbine Rent”). Lessee’s obligation to pay Turbine Rent shall commence upon the first day of the month in which Lessee commences construction of the Wind Facilities on the Premises pursuant to this Lease (the “Commencement Date”).

In addition to Turbine Rent, Lessee shall pay to Lessor annual rental payments equal to (i) \$10 per acre of land comprising the Premises during the period from January 1, 2017 through December 31, 2034, and (ii) \$30 per acre of land comprising the Premises during the period from January 1, 2035 through the remainder of the Term (“Acreage Rent” and, together with Turbine Rent, “Rent”). All Rent obligations shall be prorated for any partial year and all Acreage Rent obligations shall be prorated for any partial acres comprising the Premises.”

5. **LESSOR’S AUTHORITY.** Lessor represents and warrants to Lessee that Lessor is the sole owner of the Property and each person signing this Agreement as or on behalf of Lessor has the unrestricted right and authority to sign this Agreement and to grant Lessee the rights granted in this Agreement. All persons having any ownership interest in the Property (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Furthermore, Lessor is not aware of any ordinances or statutes which would prohibit wind development on the Property.
6. **LESSEE’S AUTHORITY.** Lessee represents and warrants to Lessor that each person signing this Agreement as or on behalf of Lessee has the unrestricted right and authority to sign this Agreement and to grant Lessor the rights granted in this Agreement. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.
7. **LESSEE’S RIGHT TO ASSIGN.** Lessee may, without the consent of Lessor, sell, assign or transfer all or any portion of its interest in this Agreement. Any such transfer shall be subject to the terms and requirements of this Agreement.
8. **FURTHER ASSURANCES.** Each Party agrees to cooperate with the other Party and to execute any additional documents reasonably necessary or proper to carry out the provisions and spirit of this Agreement.
9. **GOVERNING LAW.** The laws of the State of Minnesota, in which the Property is located (the “State”), shall govern the interpretation and enforcement of this Agreement and the interests, easements and covenants granted hereunder.
10. **INTERPRETATION.** The Parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either Party.
11. **ORIGINAL TERMS.** The Lease is valid and is presently in full force and effect and has not been modified, supplemented, cancelled, or amended in any respect, except as provided in this Agreement.

12. **HEADINGS**. The section headings contained in this Agreement are for purposes of references and convenience only and shall not limit or otherwise affect in any way the meaning of this Agreement.

13. **ATTORNEYS' FEES**. If any event or dispute arising out of or relating to this Agreement and resulting in litigation or arbitration between or affecting the Parties hereto, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

14. **MISCELLANEOUS PROVISIONS**. Lessor may not assign the rights and obligations of the Lease unless the new title holder accepts all the terms and conditions of the Lease and has acquired the fee interest in the Property.

15. **COUNTERPARTS**. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]





Exhibit A

(Premises)

TRACT 49 (M-10)

File No. 04331006 (103264H)

Southeast Quarter (SE ¼), Section 20, Township 104 North, Range 33 West of the Fifth  
Principal Meridian, Martin County Minnesota.

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