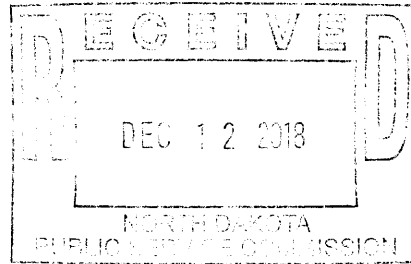


December 12, 2018

VIA E-MAIL AND FEDERAL EXPRESS

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480



**RE: Meadowlark Wind I LLC's Application for a Certificate of Site Compatibility for the New Frontier Wind Energy Project in McHenry County, North Dakota
Case No. PU-11-69**

Dear Mr. Nitschke:

Enclosed for filing please find eleven (11) copies of the Permit Agreement executed by the North Dakota Department of Transportation and Meadowlark Wind I LLC. Ten copies of this letter are also enclosed. An electronic version of this letter and the referenced agreement were filed with the Commission today via e-mail.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Mollie M. Smith".

MOLLIE M. SMITH

MMS/ms/65444569
Enclosures

cc: John Schuh (via e-mail)
Jerry Lein (via e-mail)
Todd Hartleben (via e-mail)
Chad Tucker (via e-mail)
Paul Wendelgass (via e-mail)

Attorneys & Advisors
main 612.492.7000
fax 612.492.7077
fredlaw.com

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota
55402-1425

PERMIT AGREEMENT

This Permit Agreement (this "*Agreement*") is made, dated and effective as of December 6, 2018, by and between North Dakota Department of Transportation, with an address of 608 E. Boulevard Ave., Bismarck, ND 58505 ("NDDOT") and MEADOWLARK WIND I LLC, a Delaware limited liability company, with an address of 155 Federal Street, Suite 1200, Boston MA 02110 ("*Meadowlark Wind I*"). NDDOT and Meadowlark Wind I are sometimes collectively referred to herein as the "*Parties*" and each individually as a "*Party*."

RECITALS

A. Meadowlark Wind I is constructing certain wind-powered generation facilities located in McHenry County, North Dakota, which facilities are collectively known as the Meadowlark Wind I Wind Energy Project (the "*Project*").

B. Meadowlark Wind I is the developer, owner and operator of the Project.

C. Meadowlark Wind I has a leasehold interest in certain property in McHenry, North Dakota, that is the site for construction of wind turbine number T-26 (hereinafter referred to as "Turbine T-26") that is located nearby NDDOT Lands as defined below (collectively, the "*Lease Area*") as set forth on Exhibit A.

D. NDDOT owns and holds certain existing right-of-way and/or similar rights relevant to Highway 41, which is adjacent to or near the Lease Area (such underlying property rights being referred to herein as the "*NDDOT Lands*") as depicted on Exhibit A.

E. Turbine T-26 has been located in the area approximately at the location designated on the attached Exhibit A.

F. Meadowlark Wind I has unintentionally installed Turbine T-26 in a location that is less than the state highway right-of-way setback in N.D.A.C. § 69-06-08-01(2)(a)(1). The NDDOT hereby agrees to permit Meadowlark Wind I to install Turbine T-26 at less than the distance set forth in the state highway right-of-way setback (as shown in Exhibit A.) if the Public Service Commission of North Dakota (PSC) grants Meadowlark Wind I with a variance from the setback requirement for Turbine T-26 as more fully set forth herein below.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct, and are incorporated by reference as if fully set forth herein.

2. Turbine T-26 shall not interfere with the operation, maintenance, and repair of the NDDOT Lands as they presently exist or as they may exist in the future. In the event of a breach of this Agreement by Meadowlark Wind I, which is not cured within 30 days after written notice, such Meadowlark Wind I shall be in default of this Agreement and the non-defaulting Party shall have such remedies as are available under North Dakota law.

3. Subject to issuance of an order by the PSC authorizing Turbine T-26 to remain in place, the NDDOT hereby agrees to permit Meadowlark Wind I to install Turbine T-26 at less than the distance set forth in the state highway right-of-way setback (as shown in Exhibit A.) as required by N.D.A.C. § 69-06-08-01(2)(a)(1). Upon the PSC's issuance of said order, the order shall be made Exhibit B. to this Agreement.

4. Meadowlark Wind I represents and warrants to NDDOT that: (i) the execution and delivery of this Agreement by the person(s) signing below for Meadowlark Wind I has been duly authorized by Meadowlark Wind I, (ii) no approval, consent or signature by any third party is required in connection with Meadowlark Wind I's execution and delivery of this Agreement or the enforceability of this Agreement.

5. NDDOT represents and warrants to Meadowlark Wind I that: (i) the execution and delivery of this Agreement by the person(s) signing below for NDDOT has been duly authorized by NDDOT.

6. Meadowlark Wind I agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Meadowlark Wind I to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Meadowlark Wind I also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Meadowlark Wind I in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

Meadowlark Wind I shall secure and keep in force during the term of this Agreement liability insurance coverage of not less than \$1,000,000 per occurrence with the NDDOT made an additional insured on said policy or policies of insurance that shall not be limited to the indemnification requirements or minimum level of insurance required under this agreement.

7. Notices and communications given under this Agreement shall be in writing and delivered by one of the following methods: (i) certified or registered U.S. Mail, postage paid, return receipt requested, (ii) United States Express Mail or other established express delivery service (such as Federal Express or UPS), postage or delivery charge prepaid, or (iii) by hand delivery, addressed to the recipient Party at the address first set forth above or at such other address as the Party may designate from time to time by written notice to the other Party given as provided for under this Section. Such notices shall be effective upon receipt, or, if delivery is refused by the addressee Party, upon refusal of such delivery. In the event that notice to a Party has failed because such Party has neglected to provide the other Party with its current address, delivery will be deemed effective upon confirmation from the United States Postal Service, or established express delivery service, or person attempting to hand deliver the notice, that the last known address is ineffective.

8. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Meadowlark Wind I shall neither assign nor transfer Meadowlark Wind I's interests or duties under this Agreement without the express written consent of NDDOT. No Party transferring or assigning its interests under this Agreement shall be relieved of liability until the transferee or assignee expressly agrees to assume and be bound by the

terms and conditions of this Agreement, and no Party transferring or assigning its interests under this Agreement shall be relieved of any liability that arose before the date of such assignment or transfer and which remains unsatisfied after the date of transfer or assignment, or for liability relating to any interest that such Party continues to own or hold in the NDDOT Lands or Lease Area.

9. This Agreement shall in all respects be governed by and construed and enforced in accordance with the laws of the State of North Dakota (without reference to principles of conflict of laws).

10. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together shall constitute a single agreement.

11. This Agreement shall terminate upon:

- A. The retirement of the Project and removal of the Meadowlark Wind I Facilities or the removal or relocation within the required state highway right-of-way setback distance in N.D.A.C. § 69-06-08-01(2)(a)(1) of Turbine T-26 or;
- B. The PSC denying, revoking or otherwise rescinding an order authorizing Meadowlark Wind I to leave Turbine T-26 in its current location (as shown in Exhibit A).


12. In addition to and separate from the termination language in paragraph 11, the NDDOT specifically reserves the right to revoke or change the terms and conditions of this Agreement with or without cause and upon notice to Meadowlark Wind I.

13. No modification or amendment of this Agreement shall be binding unless in a written instrument referring to this Agreement and executed by the Parties or their successors.

14. NDDOT agrees, upon request from Meadowlark Wind I, to amend **Exhibit A** after any construction by Meadowlark Wind I of the Meadowlark Wind I Facilities to reflect the as-built locations thereof.

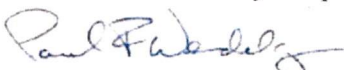
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NDDOT:

By: 
 Name: Thomas K. Soell
 Title: Director

MEADOWLARK WIND I:

MEADOWLARK WIND I LLC
A Delaware limited liability company

By: 
 Name: Paul F. Wendelgass
 Title: Managing Director, Business Development

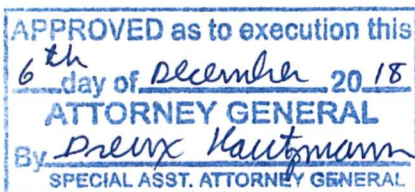


EXHIBIT A

Facilities, Lease Area and NDDOT Lands

Location of Facilities – See PDF

EXHIBIT B

North Dakota Public Service Commission Order

Exhibit A

