

**UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION**

**LICENSE AGREEMENT**

Bismarck-Medora 230-kV Transmission Line

SE1/4 of the NW1/4 of Section 21,  
Township 139 North, Range 90 West,  
5th Principal Meridian,  
Morton County, North Dakota  
Vicinity of Structures 142/4 and 143/1  
Turbine Access Road at approx. Sta. 7543+07  
Buried Collector Line at Approx. Sta. 7542+77

Bismarck-Medora 230-kV Transmission Line

SW1/4 of the NE1/4 of Section 21,  
Township 139 North, Range 90 West,  
5th Principal Meridian,  
Morton County, North Dakota  
Vicinity of Structures 143/2 and 143/3  
Turbine Access Road at approx. Sta. 7558+88  
Buried Collector Line at Approx. Sta. 7558+58

**THIS LICENSE AGREEMENT** is made this 23rd day of October, 2015, by and between **Sunflower Wind Project, LLC, a Delaware limited liability company, whose address is: c/o SunEdison, Inc., 179 Lincoln Street, Suite 500, Boston, MA 02111 (LICENSEE)**, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (Western), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565. LICENSEE and Western are sometimes herein referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH:**

LICENSEE is the owner of certain Easements for Wind Energy Development (including any amendments thereto, now executed or executed in the future, the "**Wind Power Easements**") over certain real property located in Morton County and Stark County, North Dakota (collectively the "**Property**"), which Wind Power Easements and Property are more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, pursuant to which Wind Power Easements the respective landowners of the Property granted an exclusive easement, *in gross*, to LICENSEE, and LICENSEE took an interest through the Wind Power Easements from the Owners on, over and across the Property for the development of a wind energy generation project, including certain easements and related rights to construct, operate and maintain wind power generation facilities, wind power generated electrical transmission lines, and other related facilities on the Property, all as more particularly described in the Wind Power Easements (the "**Facilities**").

Western concurs that Facilities proposed by the LICENSEE will not interfere with the operation and maintenance of Western's Bismarck-Medora 230-kV transmission line or Western's easements described on Exhibit B, if constructed in the manner and at the locations shown on the drawings attached hereto as Exhibit C, attached hereto and made a part hereof ("**Crossings**").

LICENSEE is seeking assurances from Western that its rights under the Wind Power Easements and its Facilities will not be disturbed or impaired by Western's operation or maintenance of its Bismarck-Medora 230-kV transmission line.

In consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

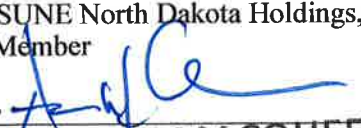
- (a) This License Agreement does not grant any right, privilege, or interest in the land, rather it is intended to evidence the Parties' agreement to abide by the terms and conditions contained herein and to cooperate with each other in the construction, operation and maintenance of their respective facilities. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This License Agreement is only valid provided the Facilities are constructed, operated and maintained in material conformance with the attached drawings and/or exhibits. Any material relocations, changes, or upgrades of the Facilities require additional concurrence by Western. **Note: all distribution lines must be buried at least eight feet deep at the Crossings. In addition, the existing grade within Western's transmission line ROW shall not be raised by more than two (2) feet.**
- (c) LICENSEE shall notify Western at least 10 days prior to commencing installation of the Facilities to permit inspection by Western; Contact Mr. Jerry Paulson at (701)-221-4531. The Parties agree that they shall cooperate in good faith in conducting any activities or operations on the Property at the Crossings and shall provide the other with prior written notice of any activity that may interfere with or adversely affect the other party's existing improvements or facilities.
- (d) LICENSEE shall abide by and comply with all applicable Federal, State, and local laws and building and safety codes, including but not limited to the National Electric Safety Code, when installing, maintaining or operating its Facilities.
- (e) The Parties shall, at their own expense, immediately notify each other by telephone of any damage(s) that occurs on the Property and take corrective action to restore any damage(s) that occur. Western's contact number is (701)-221-4531, presently Mr. Gerald Paulson. The LICENSEE's contact number is (612)-599-4251, presently Mr. Aaron Anderson. Either party may change its contact number and person upon written notice to the other party.
- (f) This agreement shall be binding on the successors or assigns of LICENSEE and Western; however, it shall not be assigned by LICENSEE without prior written consent of Western, which consent shall not be unreasonably withheld, delayed or conditioned.
- (g) The LICENSEE agrees to comply with all provisions and rules of the latest edition of the National Electric Safety Code applicable to the design, construction, and use of the aforesaid Facilities, where applicable.
- (h) **The Licensee agrees to maintain at least 13 feet of clearance based on maximum sag from any of Western's transmission line conductor(s), including placement of the Facilities. If the LICENSEE is uncertain as to the clearance, they must contact Western for clarification before working under or near the transmission line.**

- (i) In the event the LICENSEE'S Facilities restrict access along Westerns transmission line, the LICENSEE, its successor and/or assigns, shall (at their own expense) grant the Western, or its successor and/or assigns, rights of ingress and egress over and across any property owned by the LICENSEE or its successor for access to the transmission line easement. LICENSEE agrees to maintain reasonable and unrestricted access to the Western's transmission line structures, at all times.
- (j) Before allowing people or construction equipment capable of contacting or approaching transmission line conductors within less than **Thirteen (13) feet**, the LICENSEE or its authorized representative agrees to obtain from Western a "Special Work Permit" and to work under the limits and conditions of the safe working area defined therein.
- (k) Western agrees that so long as LICENSEE performs and satisfies the terms and conditions of this License Agreement, Western shall not interfere with or disturb LICENSEE'S Facilities or LICENSEE'S exercise of its rights and interests under the Wind Power Easements. LICENSEE understands that all or any part of this License Agreement may be terminated by the North Dakota Maintenance Manager for failure to comply with any or all of the terms or conditions of this license, or for abandonment of its Facilities. A rebuttable presumption of abandonment is raised by deliberate failure of the LICENSEE to use its Facilities at the Crossings beyond the expiration date of this License Agreement. In the event of noncompliance or abandonment, the North Dakota Maintenance Manager will notify the LICENSEE and any mortgagee of LICENSEE in writing of his intention to suspend or terminate such grant 30 days from the date of the notice, stating the reasons therefore, unless prior to that time the LICENSEE completes such corrective actions as are specified in the notice.
- (l) That the Licensee shall not use or store hazardous waste, toxic or other chemicals on the Licensed premises.


IN WITNESS WHEREOF, the Parties have executed this License Agreement, by their duly authorized representative, as of the day and year first above written.

**LICENSEE**  
Sunflower Wind Project, LLC,  
A Delaware limited liability company

By: SUNE North Dakota Holdings, LLC  
Its: Member

By:   
Name: AARON MACQUEEN  
Its: ASSISTANT SECRETARY

**THE UNITED STATES OF AMERICA**  
**Western Area Power Administration**

By:   
Name: Marc Kress acting for Kress  
North Dakota Maintenance Manager  
P.O. Box 1173  
Bismarck, ND 58502-1173

**EXHIBIT A**

**DESCRIPTION OF WIND POWER EASEMENTS & THE PROPERTY**

1. Easement as created by that certain “Memorandum of Easement for Wind Energy Development & Termination and Release of Prior Easement” dated June 25, 2014 by and between David John Meberg and Claudia K. Meberg, husband and wife and SUNFLOWER WIND PROJECT, LLC, a Delaware limited liability company, for the term and upon the terms and conditions therein provided, as disclosed by “Memorandum of Easement for Wind Energy Development & Termination and Release of Prior Easement”, recorded June 30, 2014 at 12:38 PM as Document No. 458035, of Official Records, as amended, as it relates to the following property:

E½ of Section 21, Township 139 North, Range 90 West of the 5<sup>th</sup> Principal Meridian, Morton County, North Dakota

AND

W½ and S½SE¼ of Section 22, Township 139 North, Range 90 West of the 5<sup>th</sup> Principal Meridian, Morton County, North Dakota

2. Easement as created by that certain “Memorandum of Easement for Wind Energy Development” dated January 24, 2014 by and between Russell C. Kreis, a single person and SUNFLOWER WIND PROJECT, LLC, a Delaware limited liability company, for the term and upon the terms and conditions therein provided, as disclosed by “Memorandum of Easement for Wind Energy Development” recorded February 14, 2014 at 11:12 AM as Document No. 455610 of Official Record, as amended, as it relates to the following property:

The Southeast Quarter (SE¼) of Section Twenty (20), Township One Hundred Thirty-nine (139) North, Range Ninety (90) West of the 5th P.M. LESS & EXCEPT A 2.857 Acre Tract of land conveyed to the County of Morton, by virtue of a Warranty Deed, dated June 12, 1973 and filed for record July 3, 1973 at 1:46 PM, recorded in Book 127 Deeds, page 380, as Document No. 232567.

The Northwest Quarter (NW¼) of Section Twenty-one (21), Township One Hundred Thirty-nine (139) North, Range Ninety (90) West of the 5th P.M. LESS & EXCEPT A 1.972 Acre Tract of land conveyed to the County of Morton, by virtue of a Warranty Deed, dated June 12, 1973 and filed for record July 3, 1973 at 1:40 PM, recorded in Book 127 Deeds, page 377, as Document No. 232564.

**EXHIBIT B**

**WESTERN EASEMENTS**

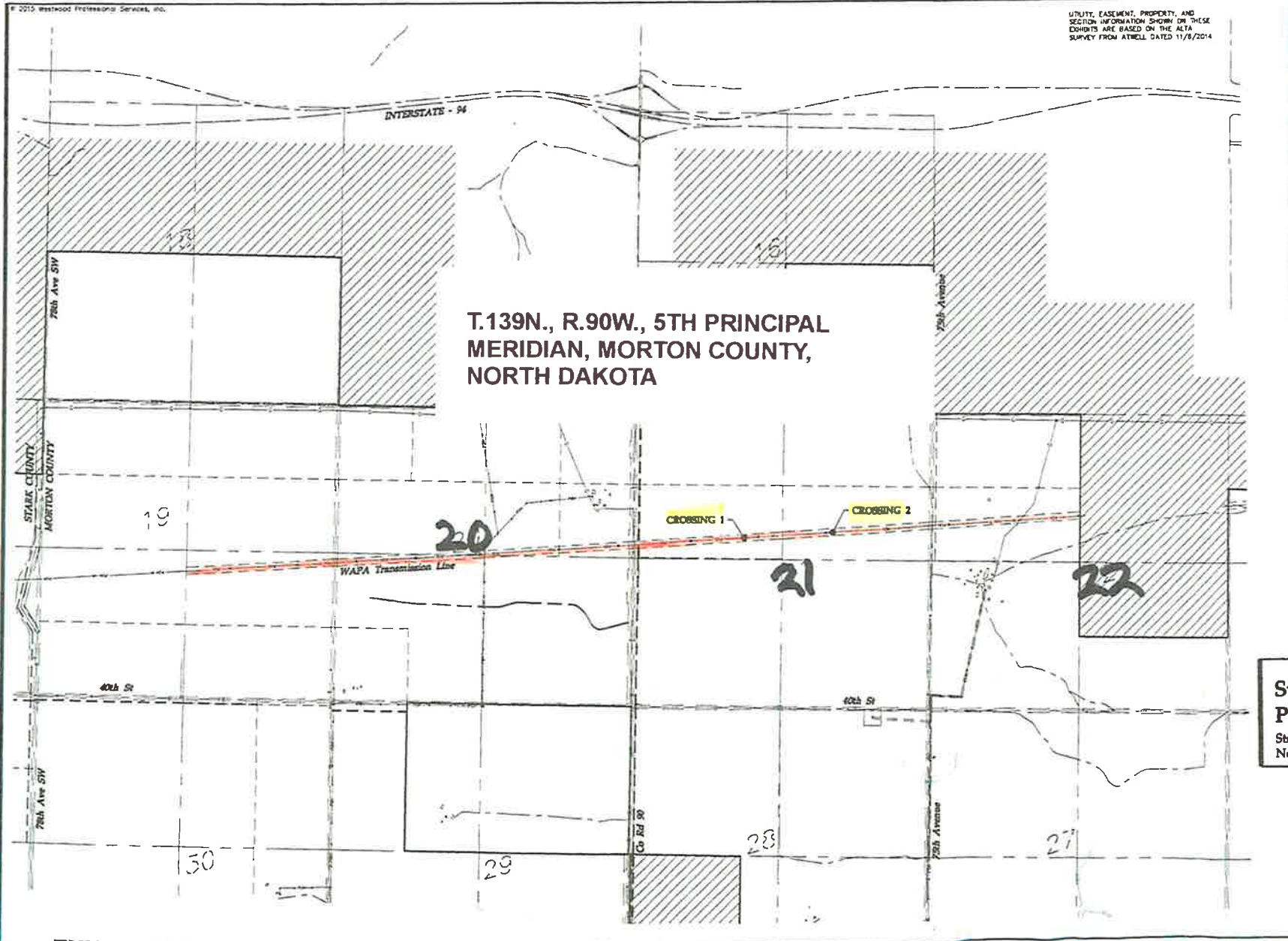
1. Electric Transmission Line Easement, dated 9/25/1957 and filed of record on 10/30/1957 in Book 45 MISC at Page 92 as Document No. 185386.
2. Electric Transmission Line Easement, dated 9/26/1957 and filed of record on 10/19/1957 in Book 45 MISC at Page 33 as Document No. 185272.
3. Electric Transmission Line Easement, dated 9/26/1957 and filed of record on 10/19/1957 in Book 45 MISC at Page 34 as Document No. 185273.
4. Electric Transmission Line Easement, dated 10/3/1957 and filed of record on 8/4/1958 in Book A81 MISC at Page 431.
5. Electric Transmission Line Easement, dated 9/27/1957 and filed of record on 10/19/1957 in Book 45 MISC at Page 32 as Document No. 185271.

License No. UGP-LI-2014-XXXBS

**EXHIBIT C**

**CROSSINGS**

**See attached.**



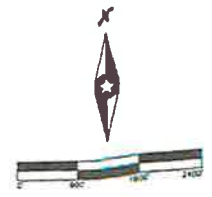
T.139N., R.90W., 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA



Designed	SSC
Checked	SSC
Drawn	SSC
Record Drawing No./Date	
Scale	AS SHOWN
Date	05/12/15

Prepared for:

**Mortenson Construction**  
 700 Meadow Lane  
 Minneapolis, MN 55442



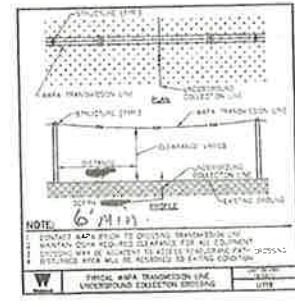
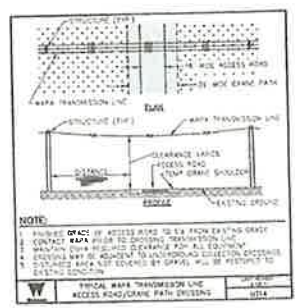
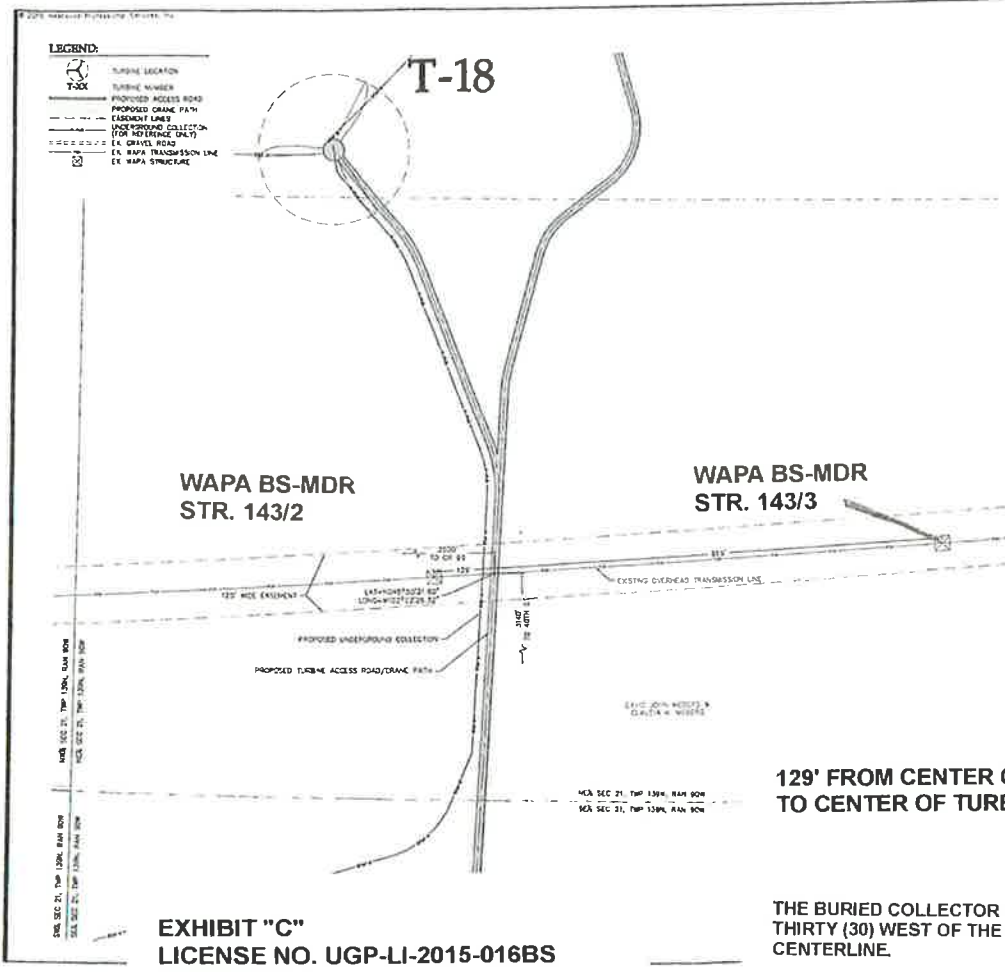
**Sunflower Wind Project**  
 Stark and Morton Counties,  
 North Dakota

Overall Transmission Line Crossing Plan

**NOT FOR CONSTRUCTION**

Date: 05/10/15  
 Sheet: 1 OF 3

**EXHIBIT "C"**  
**LICENSE NO. UGP-LI-2015-016BS**  
**PAGE 1 OF 3**

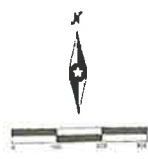


**Westwood**  
 Geotechnical Engineering Services, Inc.  
 1415 17th St SW, Grand Rapids, MI 49503  
 Phone: (616) 941-1111  
 Fax: (616) 941-1112

Designed	MM
Checked	MM
Drawn	MM
Revised	MM
Prepared for	MM
Scale	MM
Notes	MM

**Mortenson**  
 700 Mendota Lane  
 Minneapolis, MN 55412

**SunEdison**  
 179 Lincoln Plaza, Suite 800  
 Boston, MA 02111



**Sunflower Wind Project**  
 Stark and Morton Counties,  
 North Dakota

Transmission Line  
 Crossing Exhibit 4

**NOT FOR CONSTRUCTION**

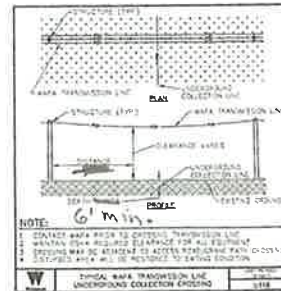
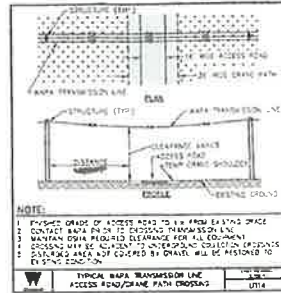
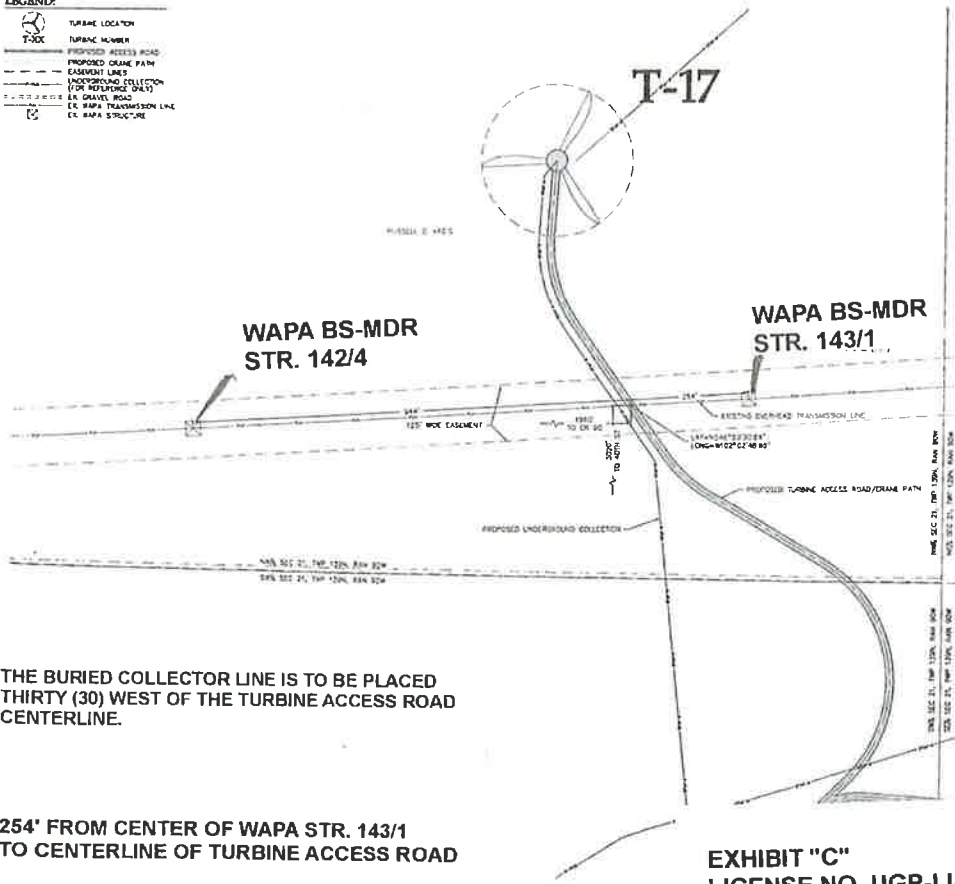
Date: 06/16/15  
 Sheet: 5 of 5

**129' FROM CENTER OF WAPA STR. 143/2  
 TO CENTER OF TURBINE ACCESS ROAD**

**THE BURIED COLLECTOR LINE IS TO BE PLACED  
 THIRTY (30) WEST OF THE TURBINE ACCESS ROAD  
 CENTERLINE.**

**EXHIBIT "C"  
 LICENSE NO. UGP-LI-2015-016BS  
 PAGE 2 OF 3**

- LEGEND:**
- TURBINE LOCATION
  - TURBINE NUMBER
  - PROPOSED ACCESS ROAD
  - PROPOSED CRANE PATH
  - EASEMENT LINES
  - UNDERGROUND COLLECTION (FOR REFERENCE ONLY)
  - GRAVEL ROAD
  - WAPA TRANSMISSION LINE
  - WAPA STRUCTURE



**Westwood**  
 Environmental & Planning Services, Inc.  
 1700 14th Street, Suite 200  
 Bismarck, ND 58501

Designed	SSA
Checked	SSA
Drawn	SSA
Reviewed/Checked/Plotted	
Printed	Success

Prepared By: Mortenson  
 700 Mission Street  
 Minneapolis, MN 55415

**SunEdison**  
 679 Lincoln Street, Suite 200  
 Bismarck, ND 58501



**Sunflower Wind Project**  
 Stark and Morton Counties,  
 North Dakota

Transmission Line  
 Crossing Exhibit 3

**NOT FOR CONSTRUCTION**  
 Date: 06/20/15  
 Sheet: 4 of 5

**EXHIBIT "C"**  
**LICENSE NO. UGP-LI-2015-016BS**  
**PAGE 3 OF 3**