

Appendix J

Badger Wind Noise Waivers

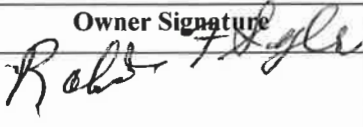
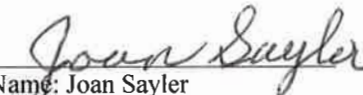
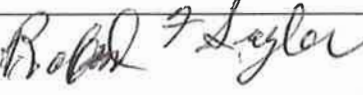
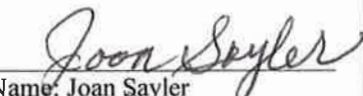
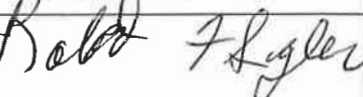

SPECIAL MESSAGE TO PROPERTY OWNERS
(N.D. Cent. Code §17-04-06)

This is an important agreement our lawyers have drafted that will bind you and your land for up to forty-eight (48) years. We will give you enough time to study and thoroughly understand it. We strongly encourage you to hire a lawyer to explain this agreement to you. You may talk with your neighbors about the wind project and find out if they also received a proposed contract. You and your neighbors may choose to hire the same attorney to review the agreement and negotiate changes on your behalf.

Regards,

Philip Moore
 Vice President
 Badger Wind, LLC

North Dakota law requires that this document may not be executed by the parties until at least 10 business days after it has been delivered to the property owner ("Owner"). Owner acknowledges that the document was delivered, and if applicable executed, on the dates set forth below.

	Date/Days	Owner Signature
Date document delivered to Owner	October 8, 2018	 _____ Name: Rolland F. Sayler  _____ Name: Joan Sayler
DO NOT SIGN BEFORE October 23, 2018		
Date document signed by Owner	<u>10-30-</u> , 2018	 _____ Name: Rolland F. Sayler  _____ Name: Joan Sayler
Number of business days between delivery and signing (excluding holidays and weekends)	<u>16</u> DAYS	 _____ Name: Rolland F. Sayler  _____ Name: Joan Sayler

ORIGINAL




**SPECIAL MESSAGE TO PROPERTY OWNERS
(N.D. Cent. Code §17-04-06)**

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Philip Moore
Vice President
Badger Wind, LLC

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	Date/Days	Owner Signature
Date document delivered to Owner	October 8, 2018	 Name: Kathy Pfeifle
DO NOT SIGN BEFORE October 23, 2018		
Date document signed by Owner	<u>10/30</u> , 2018	 Name: Kathy Pfeifle
Number of business days between delivery and signing (excluding holidays and weekends)	<u>16</u> DAYS	 Name: Kathy Pfeifle

ORIGINAL




SPECIAL MESSAGE TO PROPERTY OWNERS
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Regards,

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 Vice President
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	Date/Days	Owner Signature
Date document delivered to Owner	October 8, 2018	 Name: Rolland Saylor, Jr.
DO NOT SIGN BEFORE October 23, 2018		
Date document signed by Owner	<u>11 13</u> , 2018	 Name: Rolland Saylor, Jr.
Number of business days between delivery and signing (excluding holidays and weekends)	<u>0 27</u> DAYS S.S.	 Name: Rolland Saylor, Jr.

ORIGINAL

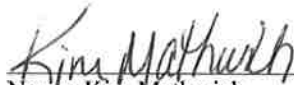


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Regards,

Philip Moore
Vice President
Badger Wind, LLC

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	Date/Days	Owner Signature
Date document delivered to Owner	October 8, 2018	 Name: Kim Mathwich
DO NOT SIGN BEFORE October 23, 2018		
Date document signed by Owner	<u>10²³</u> , 2018	 Name: Kim Mathwich
Number of business days between delivery and signing (excluding holidays and weekends)	<u>15</u> DAYS	 Name: Kim Mathwich

**WIND ENERGY LEASE AND EASEMENT
AGREEMENT**

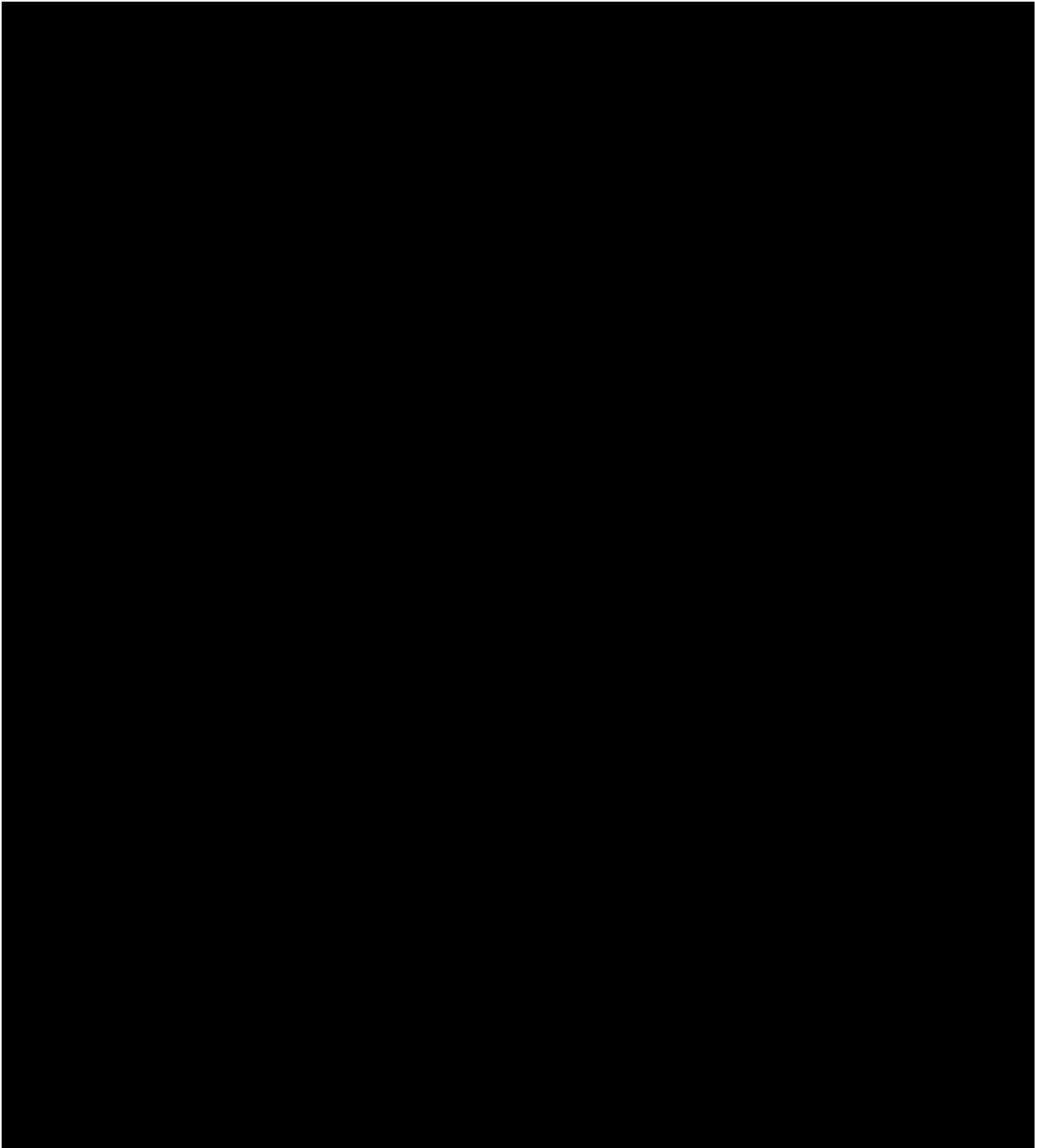
between

**A LIFE ESTATE TO ROLLAND F. SAYLER AND JOAN SAYLER, HUSBAND AND WIFE
WITH REMAINDER TO KATHY PFEIFLE, A MARRIED WOMAN AND ROLLAND SAYLER,
JR., A MARRIED MAN AND KIM MATHWICH, A SINGLE WOMAN**

and

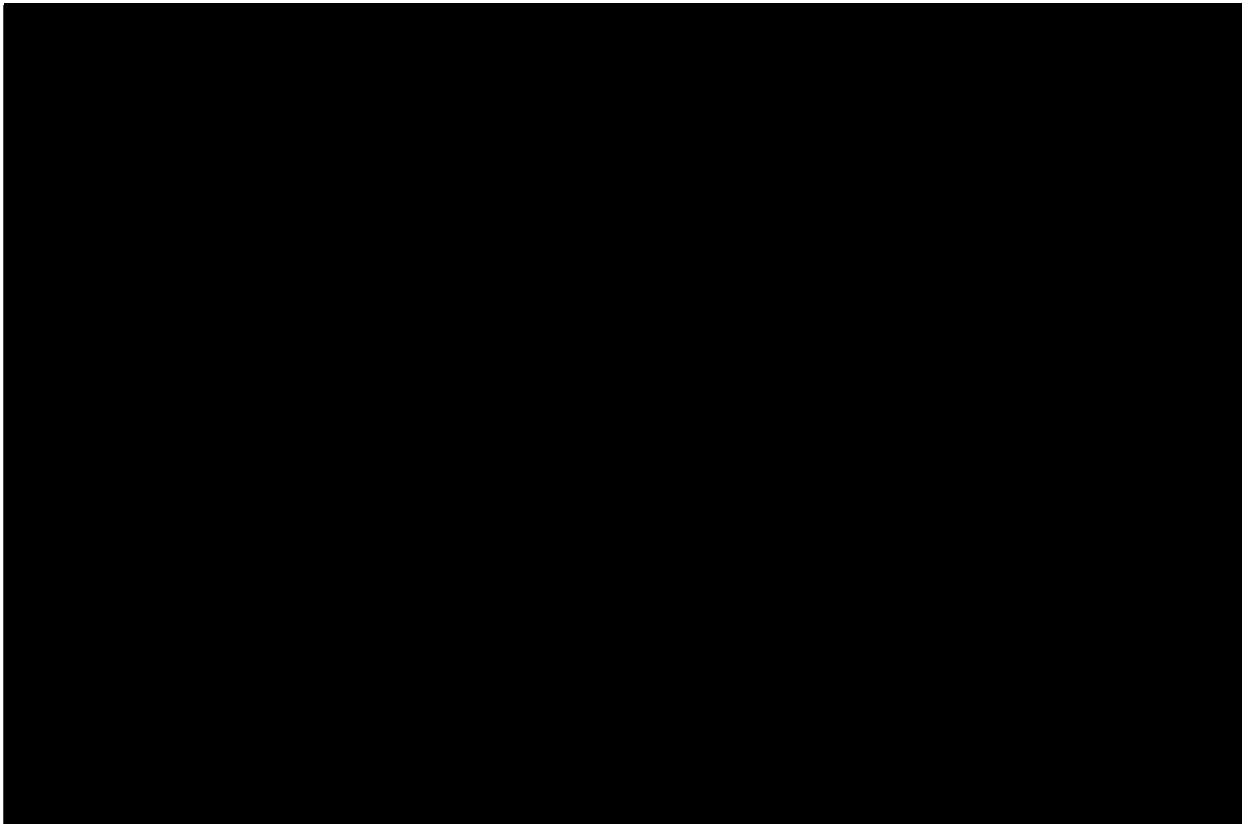
BADGER WIND, LLC

ORIGINAL




10.13 Waivers. To the extent that Grantee, its permitted successor, assign or Affiliate owns, leases or holds an easement over land adjacent to the Property, and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, its permitted successor, assign or Affiliate ("**Setback Requirements**"). Waiver of Setback

Requirements includes, but is not limited to, waiver of the property line setback in N.D.C.C. § 49-22-05.1(3) and N.D.A.C. § 69-06-08-01(2)(5); the residence setback in N.D.C.C. § 49-22-05.1(3); and the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Owner further waives any Setback Requirements which may apply to the installation of Windpower Facilities on the Property, including, but not limited to, the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Further, if so requested by Grantee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority, and hereby authorizes Grantee to provide a copy of this Agreement to any permitting authority as evidence of Grantor's support for any waiver or variance that may need to be obtained for Grantee to utilize the aforementioned waivers. Owner acknowledges that certain aspects inherent to the operation of the wind energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Grantee shall take reasonable efforts to minimize any impacts to Owner in part by taking commercially reasonable steps to meet or exceed standard U.S. wind industry practices in designing the Windpower Facilities, and abiding by all regulations pertaining to the permitting and design of the Windpower Facilities. Without limiting the grant of easement made in Section 2(ii) of this Agreement, Owner understands and has been informed by Grantee that the Windpower Facilities on the Property may result in some nuisance, and hereby accepts such nuisance, and Owner waives their/its right to object to such nuisance provided that Grantee complies with its obligations in this Agreement. "Affiliate" for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee. As used in this definition, "control" (including, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.



OWNER:

**A LIFE ESTATE TO ROLLAND F. SAYLER AND
JOAN SAYLER, HUSBAND AND WIFE WITH
REMAINDER TO KATHY PFEIFLE, A MARRIED
WOMAN AND ROLLAND SAYLER, JR., A
MARRIED MAN AND KIM MATHWICH, A SINGLE
WOMAN**

By: 
Name: Rolland F. Sayler

By: 
Name: Joan Sayler

GRANTEE:

Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member

By: 
Name: Philip Moore

Its: Vice President of Development

ORIGINAL

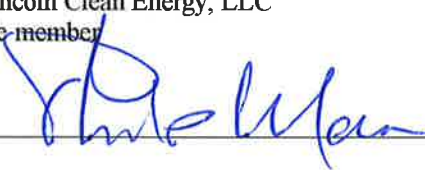
OWNER:

**A LIFE ESTATE TO ROLLAND F. SAYLER AND
JOAN SAYLER, HUSBAND AND WIFE WITH
REMAINDER TO KATHY PFEIFLE, A MARRIED
WOMAN AND ROLLAND SAYLER, JR., A
MARRIED MAN AND KIM MATHWICH, A SINGLE
WOMAN**

By: 
Name: Kathy Pfeifle

GRANTEE:

Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member

By: 
Name: Philip Moore

Its: Vice President of Development

ORIGINAL

OWNER:

**A LIFE ESTATE TO ROLLAND F. SAYLER AND
JOAN SAYLER, HUSBAND AND WIFE WITH
REMAINDER TO KATHY PFEIFLE, A MARRIED
WOMAN AND ROLLAND SAYLER, JR., A
MARRIED MAN AND KIM MATHWICH, A SINGLE
WOMAN**

By: _____



Name: Rolland Sayler, Jr.


GRANTEE:

Badger Wind, LLC

By: Lincoln Clean Energy, LLC

Its sole member

By: _____



Name: Philip Moore

Its: Vice President of Development

OWNER:

**A LIFE ESTATE TO ROLLAND F. SAYLER AND
JOAN SAYLER, HUSBAND AND WIFE WITH
REMAINDER TO KATHY PFEIFLE, A MARRIED
WOMAN AND ROLLAND SAYLER, JR., A
MARRIED MAN AND KIM MATHWICH, A SINGLE
WOMAN**

By: Kim Mathwich
Name: Kim Mathwich

GRANTEE:

Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member

By: Philip Moore
Name: Philip Moore

Its: Vice President of Development

ORIGINAL

EXHIBIT "A"

**A LIFE ESTATE TO ROLLAND F. SAYLER AND JOAN SAYLER, HUSBAND AND WIFE WITH
REMAINDER TO KATHY PFEIFLE ETAL / 798.42 ACRES**

Legal Description of Property

The following described land located in Logan County, North Dakota, containing 798.42 acres, more or less:

FIRST TRACT:

All of Section 32-133-71, Logan County, North Dakota

Tax Parcel No.: 00801000 (NEQ)

Estimated Acres: 160.00

Tax Parcel No.: 00802000 (NWQ)

Estimated Acres: 160.00

Tax Parcel No.: 00803000 (SWQ)

Estimated Acres: 160.00

Tax Parcel No.: 00804000 (SEQ)

Estimated Acres: 160.00

SECOND TRACT:

SE $\frac{1}{4}$ of Section 31-133-71, Logan County, North Dakota

Tax Parcel No.: 00800000 (SEQ)

Estimated Acres: 158.42

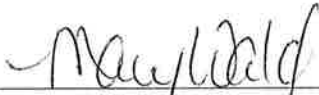
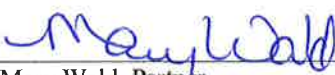

**SPECIAL MESSAGE TO PROPERTY OWNERS
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This is an important agreement our lawyers have drafted that will bind you and your land for up to forty-eight (48) years. We will give you enough time to study and thoroughly understand it. We strongly encourage you to hire a lawyer to explain this agreement to you. You may talk with your neighbors about the wind project and find out if they also received a proposed contract. You and your neighbors may choose to hire the same attorney to review the agreement and negotiate changes on your behalf.

Regards,

Philip Moore
Vice President
Badger Wind, LLC

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	Date/Days	Owner Signature
Date document delivered to Owner	6.27.18	 _____ Mary Wald, Partner
DO NOT SIGN BEFORE		
Date document signed by Owner	7.17, 2018	 _____ Mary Wald, Partner
Number of business days between delivery and signing (excluding holidays and weekends)	15 DAYS	 _____ Mary Wald, Partner

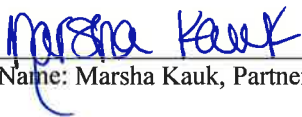
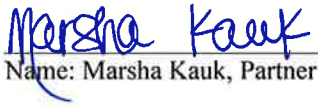

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Vice President
Badger Wind, LLC

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	Date/Days	Owner Signature
Date document delivered to Owner	June 28, 2018	 Name: Marsha Kauk, Partner
DO NOT SIGN BEFORE July 16, 2018		
Date document signed by Owner	<u>July 17</u> , 2018	 Name: Marsha Kauk, Partner
Number of business days between delivery and signing (excluding holidays and weekends)	<u>11</u> DAYS	 Name: Marsha Kauk, Partner




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 Vice President
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	Date/Days	Owner Signature
Date document delivered to Owner	June 28, 2018	 Name: Melissa Klimpel, Partner
DO NOT SIGN BEFORE July 16, 2018		
Date document signed by Owner	<u>July 18</u> , 2018	 Name: Melissa Klimpel, Partner
Number of business days between delivery and signing (excluding holidays and weekends)	<u>12</u> DAYS	 Name: Melissa Klimpel, Partner

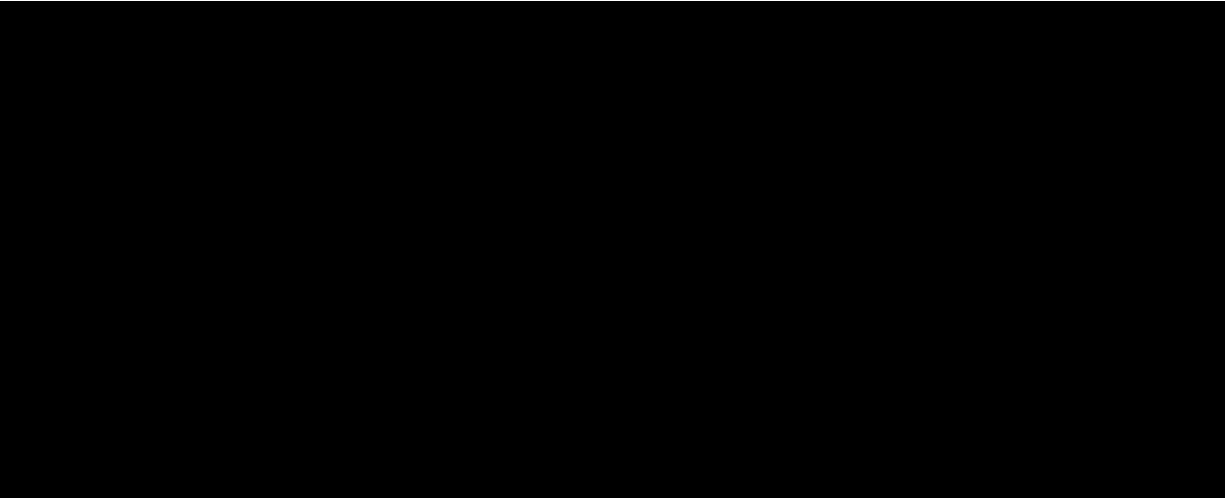
**WIND ENERGY LEASE AND EASEMENT
AGREEMENT**

between

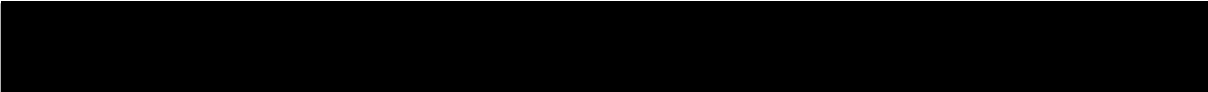
MMM WALD PARTNERSHIP, A NORTH DAKOTA FAMILY PARTNERSHIP

and

BADGER WIND, LLC



10.13 Waivers. To the extent that Grantee, its permitted successor, assign or Affiliate owns, leases or holds an easement over land adjacent to the Property, and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, its permitted successor, assign or Affiliate (“**Setback Requirements**”). Waiver of Setback Requirements includes, but is not limited to, waiver of the property line setback in N.D.C.C. § 49-22-05.1(3) and N.D.A.C. § 69-06-08-01(2)(5); the residence setback in N.D.C.C. § 49-22-05.1(3); and the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Owner further waives any Setback Requirements which may apply to the installation of Windpower Facilities on the Property, including, but not limited to, the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Further, if so requested by Grantee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority, and hereby authorizes Grantee to provide a copy of this Agreement to any permitting authority as evidence of Grantor’s support for any waiver or variance that may need to be obtained for Grantee to utilize the aforementioned waivers. Owner acknowledges that certain aspects inherent to the operation of the wind energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Grantee shall take reasonable efforts to minimize any impacts to Owner in part by taking commercially reasonable steps to meet or exceed standard U.S. wind industry practices in designing the Windpower Facilities, and abiding by all regulations pertaining to the permitting and design of the Windpower Facilities. Without limiting the grant of easement made in Section 2(ii) of this Agreement, Owner understands and has been informed by Grantee that the Windpower Facilities on the Property may result in some nuisance, and hereby accepts such nuisance, and Owner waives their/its right to object to such nuisance provided that Grantee complies with its obligations in this Agreement. “**Affiliate**” for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee. As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.



**OWNER:
MMM WALD PARTNERSHIP, A NORTH DAKOTA
FAMILY PARTNERSHIP**

By: Mary Wald
Name: Mary Wald, Partner

GRANTEE:
Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member

By: Philip Moore
Name: Philip Moore
Its: Vice President

**OWNER:
MMM WALD PARTNERSHIP, A NORTH DAKOTA
FAMILY PARTNERSHIP**

By: Marsha Kauk
Name: Marsha Kauk, Partner

**GRANTEE:
Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member**

By: Philip Moore
Name: Philip Moore
Its: Via President

**OWNER:
MMM WALD PARTNERSHIP, A NORTH DAKOTA
FAMILY PARTNERSHIP**

By: 
Name: Melissa Klimpel, Partner

**GRANTEE:
Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member**


By: 
Name: Philip Moore
Its: Vice President

EXHIBIT "A"

MMM WALD PARTNERSHIP, A NORTH DAKOTA FAMILY PARTNERSHIP / 406.00 ACRES

Legal Description of Property

The following described land located in McIntosh County, North Dakota, containing 406.00 acres, more or less:

FIRST TRACT:

Gov. Lots One (1), Two (2), Three (3), Four (4) of Section Six (6), in Township One Hundred Thirty-two (132) North, Range Seventy-one (71) West of the Fifth Principal Meridian, McIntosh County, North Dakota.

Tax Parcel No.: 02595000 (Lots 1 & 2)

Estimated Acres: 41.00

Tax Parcel No.: 02596000 (Lots 3 & 4)

Estimated Acres: 41.00

SECOND TRACT:

The Southeast Quarter (SE ¼) of Section Six (6), in Township One Hundred Thirty-two (132) North, Range Seventy-one (71) West of the Fifth Principal Meridian, McIntosh County, North Dakota.

Tax Parcel No.: 02598000

Estimated Acres: 160.00

THIRD TRACT:

Gov. Lots Five (5) and Six (6) and the East Half of the Southwest Quarter (E ½ SW ¼) of Section Six (6), in Township One Hundred Thirty-two (132) North, Range Seventy-one (71) West of the Fifth Principal Meridian, McIntosh County, North Dakota.

Tax Parcel No.: 02597000 (SWQ)

Estimated Acres: 164.00





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Regards,

Philip Moore
Vice President
Badger Wind, LLC

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	Date/Days	Owner Signature
Date document delivered to Owner	May 29, 2018	 Name: Verna Hochhalter
DO NOT SIGN BEFORE June 13, 2018		
Date document signed by Owner	June 13, 2018 <u>2018</u> , 2018 PS	  Name: Verna Hochhalter
Number of business days between delivery and signing (excluding holidays and weekends)	<u>10</u> DAYS PS	 Name: Verna Hochhalter


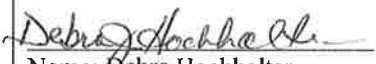




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Regards,

Philip Moore
 Vice President
 Badger Wind, LLC

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	Date/Days	Owner Signature
Date document delivered to Owner	May 29, 2018	 Name: Terry Lee Hochhalter  Name: Debra Hochhalter, spouse of Terry Lee Hochhalter
DO NOT SIGN BEFORE June 13, 2018		
Date document signed by Owner	<u>June 13</u> , 2018	 Name: Terry Lee Hochhalter  Name: Debra Hochhalter, 6/13/18 spouse of Terry Lee Hochhalter
Number of business days between delivery and signing (excluding holidays and weekends)	<u>10</u> DAYS PS	 Name: Terry Lee Hochhalter  Name: Debra Hochhalter, 6/13/18 spouse of Terry Lee Hochhalter

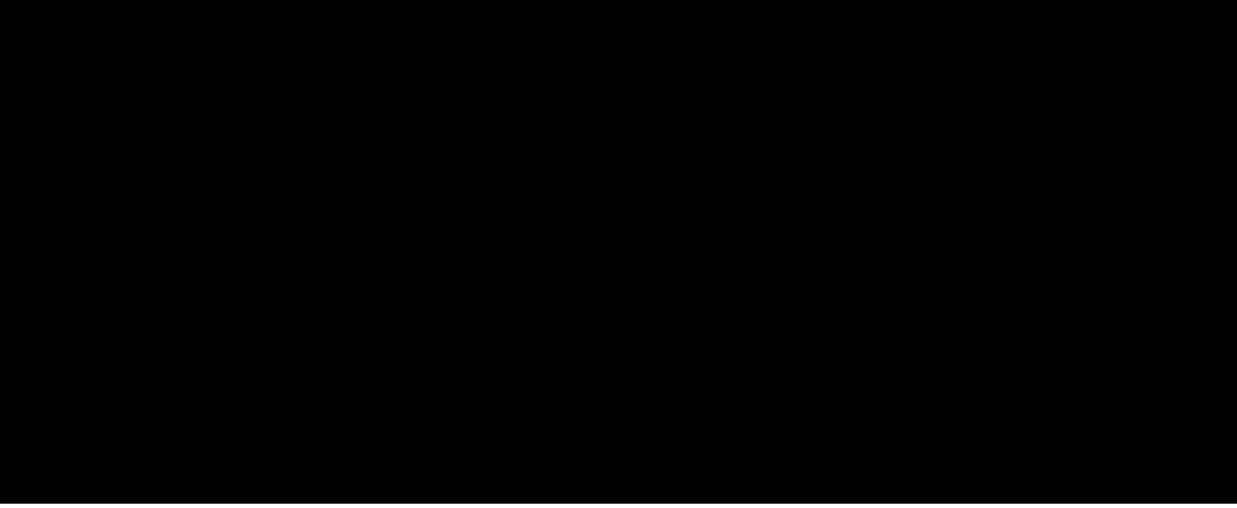
**WIND ENERGY LEASE AND EASEMENT
AGREEMENT**

between

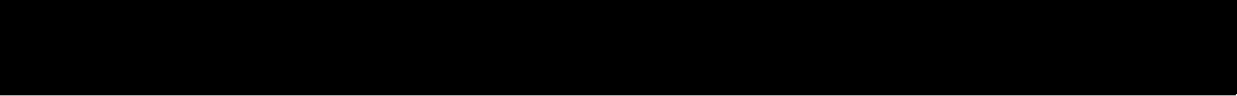
**A LIFE ESTATE TO VERNA HOCHHALTER, A WIDOWED WOMAN, WITH REMAINDER
TO TERRY LEE HOCHHALTER, A MARRIED MAN**

and

BADGER WIND, LLC



10.13 Waivers. To the extent that Grantee, its permitted successor, assign or Affiliate owns, leases or holds an easement over land adjacent to the Property, and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, its permitted successor, assign or Affiliate (“**Setback Requirements**”). Waiver of Setback Requirements includes, but is not limited to, waiver of the property line setback in N.D.C.C. § 49-22-05.1(3) and N.D.A.C. § 69-06-08-01(2)(5); the residence setback in N.D.C.C. § 49-22-05.1(3); and the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Owner further waives any Setback Requirements which may apply to the installation of Windpower Facilities on the Property, including, but not limited to, the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Further, if so requested by Grantee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority, and hereby authorizes Grantee to provide a copy of this Agreement to any permitting authority as evidence of Grantor’s support for any waiver or variance that may need to be obtained for Grantee to utilize the aforementioned waivers. Owner acknowledges that certain aspects inherent to the operation of the wind energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Grantee shall take reasonable efforts to minimize any impacts to Owner in part by taking commercially reasonable steps to meet or exceed standard U.S. wind industry practices in designing the Windpower Facilities, and abiding by all regulations pertaining to the permitting and design of the Windpower Facilities. Without limiting the grant of easement made in Section 2(ii) of this Agreement, Owner understands and has been informed by Grantee that the Windpower Facilities on the Property may result in some nuisance, and hereby accepts such nuisance, and Owner waives their/its right to object to such nuisance provided that Grantee complies with its obligations in this Agreement. “**Affiliate**” for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee. As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.



OWNER:

**A LIFE ESTATE TO VERNA HOCHHALTER, A
WIDOWED WOMAN, WITH REMAINDER TO
TERRY LEE HOCHHALTER, A MARRIED MAN**

By: Verna Hochhalter
Name: Verna Hochhalter

GRANTEE:

Badger Wind, LLC

By: Lincoln Clean Energy, LLC


Its sole member

By: Philip Moore
Name: Philip Moore
Its: Vice President

OWNER:

**A LIFE ESTATE TO VERNA HOCHHALTER, A
WIDOWED WOMAN, WITH REMAINDER TO
TERRY LEE HOCHHALTER, A MARRIED MAN**

By: 
Name: Terry Lee Hochhalter

By: 
Name: Debra Hochhalter, spouse of Terry Lee
Hochhalter

GRANTEE:

Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member

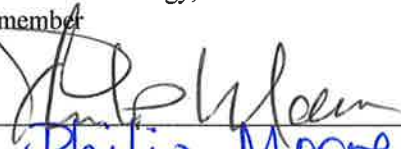
By: 
Name: Philip Moore
Its: Vice President

EXHIBIT "A"

**A LIFE ESTATE TO VERNA HOCHHALTER, A WIDOWED WOMAN, WITH REMAINDER TO
TERRY LEE HOCHHALTER, A MARRIED MAN / 228.00 ACRES**

Legal Description of Property

The following described land located in McIntosh County, North Dakota, containing 228.00 acres, more or less:

FIRST TRACT:

Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), Township One Hundred and Thirty-two (132) North, Range Seventy-two (72) West, McIntosh County, North Dakota.

Tax Parcel No.: 2768000

Estimated Acres: 160.00

SECOND TRACT:

East Half of Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$), of Section Thirteen (13), Township One hundred and Thirty-two (132) North, Range Seventy-two (72) West, McIntosh County, North Dakota.

Tax Parcel No.: 02765000

Estimated Acres: 68.00

SPECIAL MESSAGE TO PROPERTY OWNERS
(N.D. Cent. Code §17-04-06)

This is an important agreement our lawyers have drafted that will bind you and your land for up to forty eight (48) years. We will give you enough time to study and thoroughly understand it. We strongly encourage you to hire a lawyer to explain this agreement to you. You may talk with your neighbors about the wind project and find out if they also received a proposed contract. You and your neighbors may choose to hire the same attorney to review the agreement and negotiate changes on your behalf.

Regards,

Philip Moore
 Vice President
 Badger Wind, LLC

North Dakota law requires that this document may not be executed by the parties until at least 10 business days after it has been delivered to the property owner ("Owner"). Owner acknowledges that the document was delivered, and if applicable executed, on the dates set forth below.

	Date / Days	Owner Signatures
Date document delivered to Owner	6-15, 2018	x <i>Clyde Meidinger</i> x <i>Anna Meidinger</i>
Date document executed by Owner	6-29, 2018	x <i>Clyde Meidinger</i> x <i>Anna Meidinger</i>
Number of business days between delivery and execution (excluding holidays and weekends)	11 days	

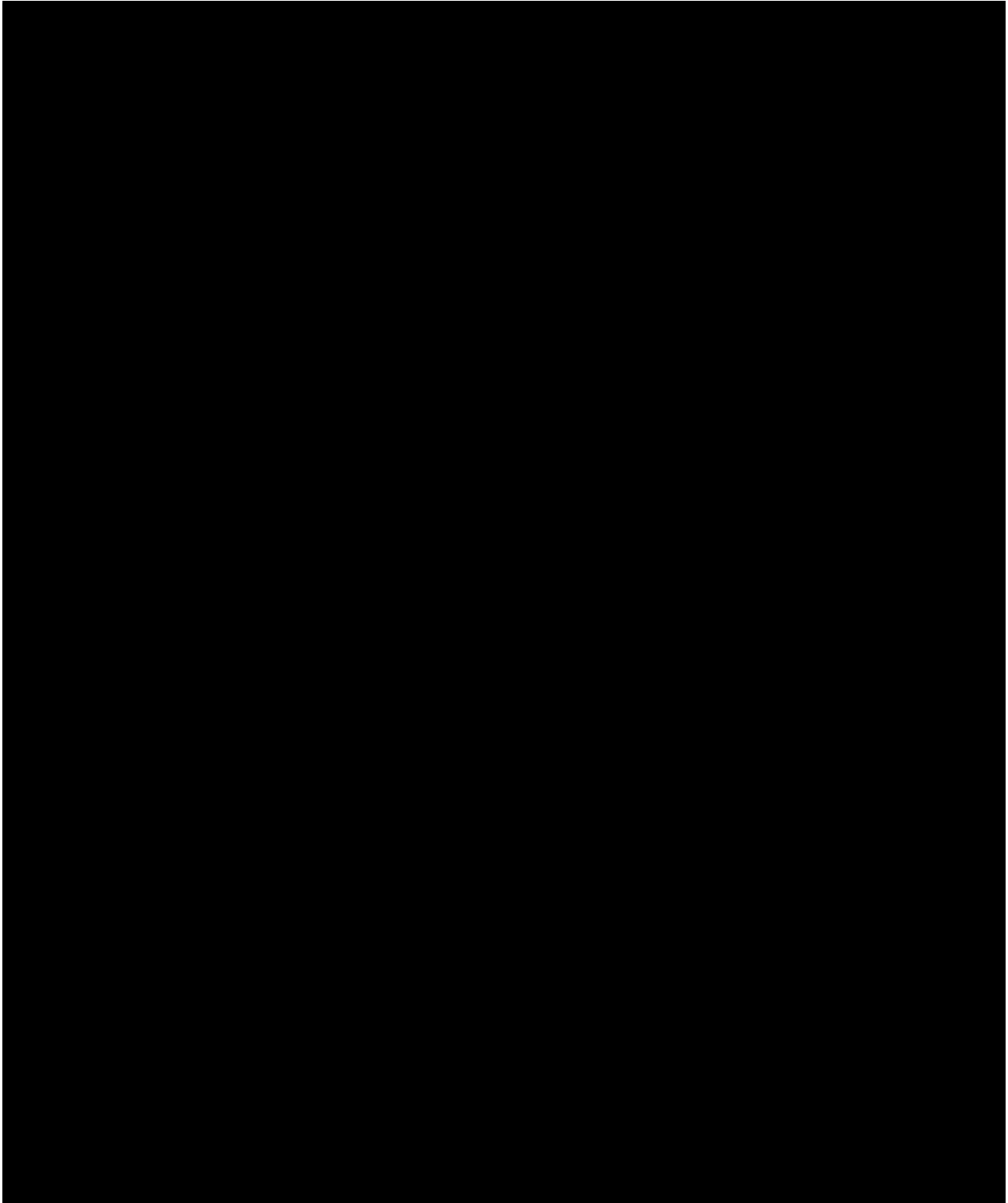
**WIND ENERGY LEASE AND EASEMENT
AGREEMENT**

between

CLYDE MEIDINGER AND ANNA MEIDINGER, HUSBAND AND WIFE

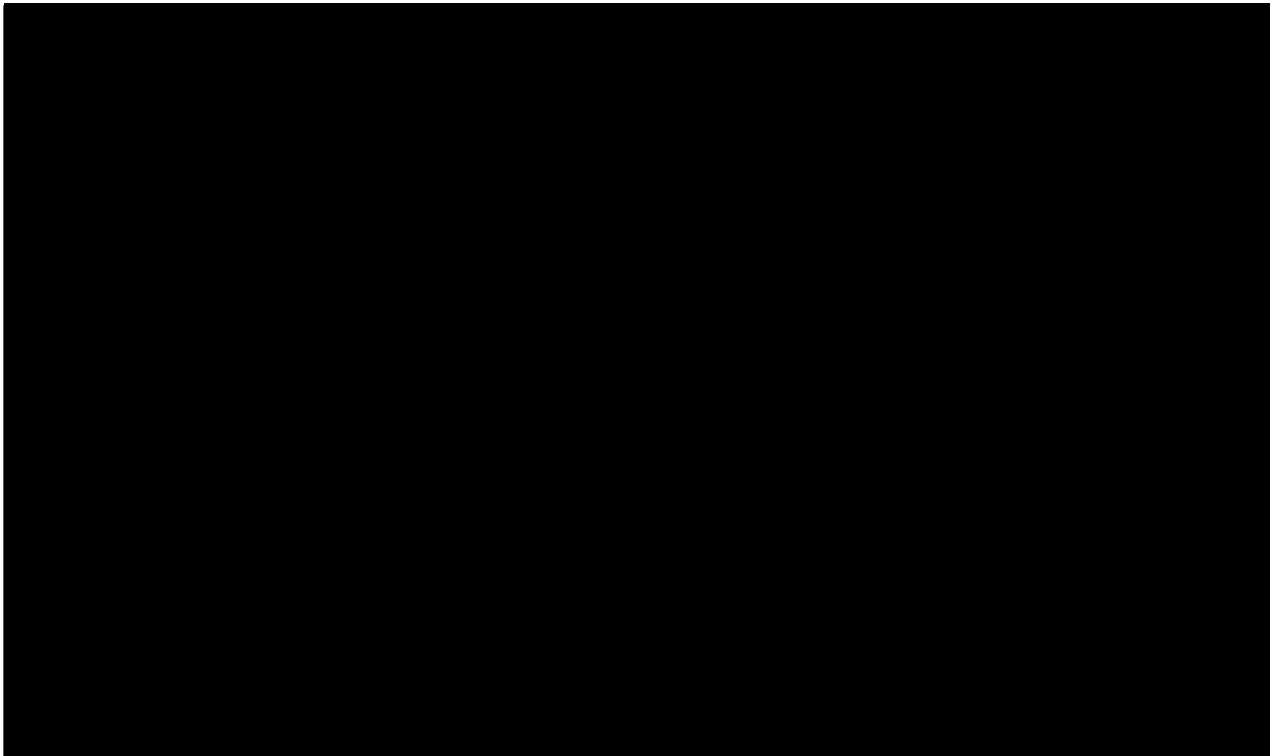
and

BADGER WIND, LLC



10.13 Waivers. To the extent that Grantee, its permitted successor, assign or Affiliate owns, leases or holds an easement over land adjacent to the Property, and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity,

including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, its permitted successor, assign or Affiliate (“**Setback Requirements**”). Waiver of Setback Requirements includes, but is not limited to, waiver of the property line setback in N.D.C.C. § 49-22-05.1(3) and N.D.A.C. § 69-06-08-01(2)(5); the residence setback in N.D.C.C. § 49-22-05.1(3); and the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Owner further waives any Setback Requirements which may apply to the installation of Windpower Facilities on the Property, including, but not limited to, the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Further, if so requested by Grantee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority, and hereby authorizes Grantee to provide a copy of this Agreement to any permitting authority as evidence of Grantor’s support for any waiver or variance that may need to be obtained for Grantee to utilize the aforementioned waivers. Owner acknowledges that certain aspects inherent to the operation of the wind energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Grantee shall take reasonable efforts to minimize any impacts to Owner in part by taking commercially reasonable steps to meet or exceed standard U.S. wind industry practices in designing the Windpower Facilities, and abiding by all regulations pertaining to the permitting and design of the Windpower Facilities. Without limiting the grant of easement made in Section 2(ii) of this Agreement, Owner understands and has been informed by Grantee that the Windpower Facilities on the Property may result in some nuisance, and hereby accepts such nuisance, and Owner waives their/its right to object to such nuisance provided that Grantee complies with its obligations in this Agreement. “**Affiliate**” for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee. As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.



**OWNER:
CLYDE MEIDINGER AND ANNA MEIDINGER,
HUSBAND AND WIFE**

By: Clyde Meidinger
Name: Clyde Meidinger

By: Anna Meidinger
Name: Anna Meidinger

**GRANTEE:
Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member**

By: Philip Moore

Name: Philip Moore

Its: Vice President

EXHIBIT "A"

CLYDE MEIDINGER AND ANNA MEIDINGER, HUSBAND AND WIFE / 480.00 ACRES

Legal Description of Property

The following described land located in McIntosh County, North Dakota, containing 480.00 acres, more or less:

FIRST TRACT:

The Southeast Quarter (SE ¼) of Section Nineteen (19), Township One Hundred and Thirty-two (132) North, Range Seventy-one (71) West, McIntosh County, North Dakota.

Tax Parcel No.: 02648000

Estimated Acres: 160.00

SECOND TRACT:

The Southwest Quarter (SW ¼) of Section Twenty (20), Township One Hundred and Thirty-two (132) North, Range Seventy-one (71) West, McIntosh County, North Dakota.

Tax Parcel No.: 02651000

Estimated Acres: 160.00

THIRD TRACT:

The Northeast Quarter (NE ¼) of Section Thirty (30), Township One Hundred and thirty-two (132) North, Range Seventy-one (71) West, McIntosh County, North Dakota.

Tax Parcel No.: 02689000

Estimated Acres: 160.00


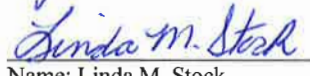

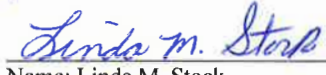


**SPECIAL MESSAGE TO PROPERTY OWNERS
(N.D. Cent. Code §17-04-06)**

This is an important agreement our lawyers have drafted that will bind you and your land for up to forty-eight (48) years. We will give you enough time to study and thoroughly understand it. We strongly encourage you to hire a lawyer to explain this agreement to you. You may talk with your neighbors about the wind project and find out if they also received a proposed contract. You and your neighbors may choose to hire the same attorney to review the agreement and negotiate changes on your behalf.

Regards,

Philip Moore
Vice President
Badger Wind, LLC

North Dakota law requires that this document may not be executed by the parties until at least 10 business days after it has been delivered to the property owner ("Owner"). Owner acknowledges that the document was delivered, and if applicable executed, on the dates set forth below.

	Date/Days	Owner Signature
Date document delivered to Owner	August 7, 2018	 Name: Jon F. Stock  Name: Linda M. Stock
DO NOT SIGN BEFORE August 22, 2018		
Date document signed by Owner	<u>9-14</u> , 2018	 Name: Jon F. Stock  Name: Linda M. Stock
Number of business days between delivery and signing (excluding holidays and weekends)	<u>38</u> DAYS	 Name: Jon F. Stock  Name: Linda M. Stock

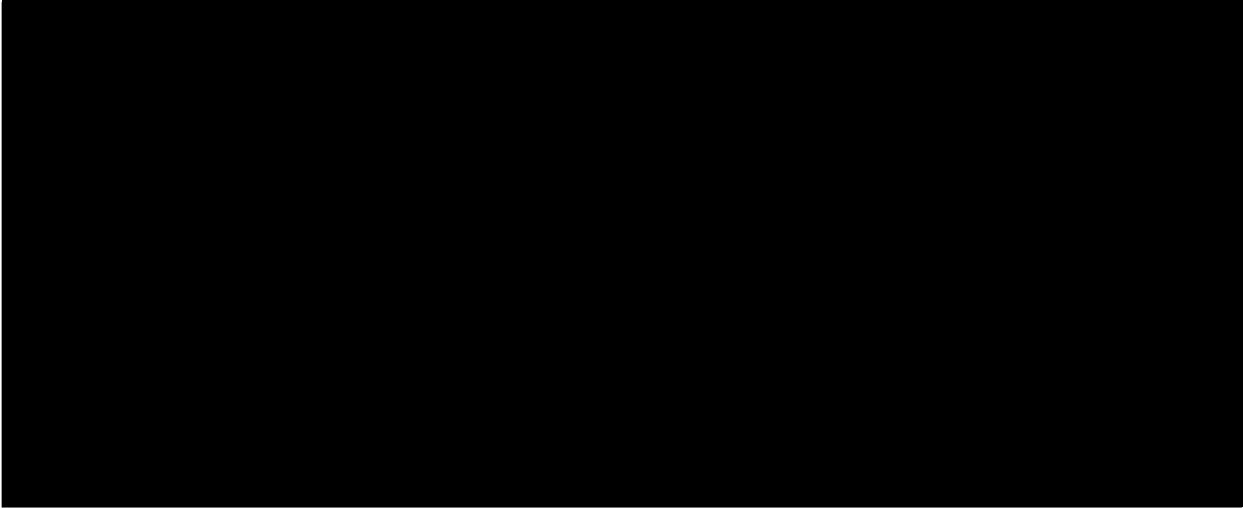
**WIND ENERGY LEASE AND EASEMENT
AGREEMENT**

between

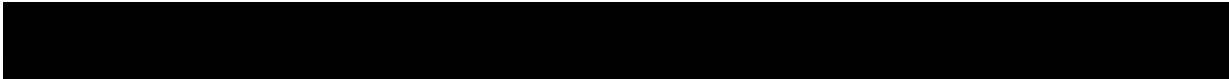
**JON F. STOCK AND LINDA M. STOCK, HUSBAND AND WIFE AS JOINT TENANTS WITH
RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON**

and

BADGER WIND, LLC



10.13 Waivers. To the extent that Grantee, its permitted successor, assign or Affiliate owns, leases or holds an easement over land adjacent to the Property, and has installed or constructed or desires to install or construct any Windpower Facilities on said land at and/or near the common boundary between the Property and said land, Owner waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, its permitted successor, assign or Affiliate (“**Setback Requirements**”). Waiver of Setback Requirements includes, but is not limited to, waiver of the property line setback in N.D.C.C. § 49-22-05.1(3) and N.D.A.C. § 69-06-08-01(2)(5); the residence setback in N.D.C.C. § 49-22-05.1(3); and the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Owner further waives any Setback Requirements which may apply to the installation of Windpower Facilities on the Property, including, but not limited to, the sound level avoidance area criteria in N.D.A.C. § 69-06-08-01(4). Further, if so requested by Grantee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority, and hereby authorizes Grantee to provide a copy of this Agreement to any permitting authority as evidence of Grantor’s support for any waiver or variance that may need to be obtained for Grantee to utilize the aforementioned waivers. Owner acknowledges that certain aspects inherent to the operation of the wind energy facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible shadow flicker on residences, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Grantee shall take reasonable efforts to minimize any impacts to Owner in part by taking commercially reasonable steps to meet or exceed standard U.S. wind industry practices in designing the Windpower Facilities, and abiding by all regulations pertaining to the permitting and design of the Windpower Facilities. Without limiting the grant of easement made in Section 2(ii) of this Agreement, Owner understands and has been informed by Grantee that the Windpower Facilities on the Property may result in some nuisance, and hereby accepts such nuisance, and Owner waives their/its right to object to such nuisance provided that Grantee complies with its obligations in this Agreement. “**Affiliate**” for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee. As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.



OWNER:
**JON F. STOCK AND LINDA M. STOCK, HUSBAND
AND WIFE AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP AND NOT AS TENANTS IN
COMMON**

By: Jon F. Stock
Name: Jon F. Stock

By: Linda M. Stock
Name: Linda M. Stock

GRANTEE:
Badger Wind, LLC
By: Lincoln Clean Energy, LLC
Its sole member

By: Philip Moore
Name: Philip Moore
Its: Vice President

EXHIBIT "A"

**JON F. STOCK AND LINDA M. STOCK, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT
OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON / 1120.00 ACRES**

Legal Description of Property

The following described land located in Logan County, North Dakota, containing 1120.00 acres, more or less:

FIRST TRACT:

SE ¼ of Section 28, Township 133, Range 70, Logan County, North Dakota.

Tax Parcel No.: 00644000 (SEQ)

Estimated Acres: 160.00

SECOND TRACT:

W ½ of Section 28, Township 133, Range 70, Logan County, North Dakota.

Tax Parcel No.: 00642000 (NWQ)

Estimated Acres: 160.00

Tax Parcel No.: 00643000 (SWQ)

Estimated Acres: 160.00

THIRD TRACT:

All of Section 29, Township 133, Range 70, Logan County, North Dakota.

Tax Parcel No.: 00645000 (NEQ)

Estimated Acres: 160.00

Tax Parcel No.: 00646000 (NWQ)

Estimated Acres: 160.00

Tax Parcel No.: 00647000 (SWQ)

Estimated Acres: 160.00

Tax Parcel No.: 00648000 (SEQ)

Estimated Acres: 160.00