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State of Minnesota
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SUPPLEMENTAL MEMORANDUM OF EASEMENT AGREEMENT

THIS SUPPLEMENTAL MEMORANDUM OF EASEMENT AGREEMENT ("**Supplemental Memorandum**") is made and entered into as of Dec. 20, 2011 (the "**Effective Date**"), by and between Myrna Hunt (Life Estate) by Attorney-In-Fact Marsha Friesen; Marsha Friesen, a single person; Kenneth Hunt, a single person; Scott Hunt, a single person ("**Grantor**"), and Lakefield Wind Project, LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are sometimes herein together referred to as the "Parties" and individually as a "Party".

Reference is hereby made to that certain Easement Agreement dated July 21, 2009 (together with all amendments, additions, substitutions, replacements, restatements, or other modifications), ("**Easement**"), with respect to certain real property located in Jackson County, Minnesota and more particularly described on Attachment 1 attached hereto (the "**Property**"), as evidenced by that certain Memorandum of Easement Agreement, dated July 21, 2009, and recorded as Document No. 256574. All of the terms and conditions of this Supplemental Memorandum are hereby made a part hereof as fully and completely as if herein specifically set out in full.

NOW, THEREFORE, pursuant to the terms of the Easement, the Parties acknowledge and agree that the Wind Plant Operation Date occurred on September 30, 2011 and the Easement is hereby automatically renewed for thirty (30) years. The Term of the Easement shall be thirty (30) years commencing on the Wind Plant Operation Date and expiring on September 30, 2041 unless earlier terminated in accordance with the terms of the Easement.

This Supplemental Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed thereto in the Easement.

This Supplemental Memorandum is executed and recorded for the purpose of providing record notice of the Term of the Easement. This Supplemental Memorandum shall not supersede or in any way modify the terms or conditions of the Easement. In the event of any conflict between any term or provision of the Easement and this Supplemental Memorandum, the applicable term or provision of the Easement shall control.

[Signature page to follow]

RETURN TO
First American Title Insurance Co.
National Commercial Services
601 Nicollet Mall, Suite 1900
Minneapolis, MN 55402
NCS 485000-C MPLS (CH)

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Memorandum of Easement Agreement as of the date first set forth above.

GRANTOR:

Myrna Hunt by Marsha Friesen, attorney in fact
Marsha Friesen as attorney in fact for Myrna Hunt

Marsha Friesen
Marsha Friesen

Kenneth Hunt

Scott Hunt, a single person

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Marsha Friesen as attorney in fact for Myrna Hunt.

See Attached
Signature of Notary Public

Place Notary Seal Above

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Marsha Friesen, a single person.

See Attached
Signature of Notary Public

Place Notary Seal Above

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Memorandum of Easement Agreement as of the date first set forth above.

GRANTOR:

_____
Marsha Friesen as attorney in fact for Myrna Hunt

_____
Marsha Friesen

Kenneth Hunt
_____
Kenneth Hunt

_____
Scott Hunt, a single person

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Marsha Friesen as attorney in fact for Myrna Hunt.

_____
Signature of Notary Public

Place Notary Seal Above

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Marsha Friesen, a single person.

_____
Signature of Notary Public

Place Notary Seal Above

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Memorandum of Easement Agreement as of the date first set forth above.

GRANTOR:

_____
Marsha Friesen as attorney in fact for Myrna Hunt

_____
Marsha Friesen

_____
Kenneth Hunt

Scott Hunt
_____
Scott Hunt, a single person

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Marsha Friesen as attorney in fact for Myrna Hunt.

_____
Signature of Notary Public

Place Notary Seal Above

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Marsha Friesen, a single person.

_____
Signature of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco }

On Nov 8 2011 (Date) before me, John A Morton, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Mansha Friesen (Name(s) of Signer(s)),

JOHN A. MORTON
COMM. #1828928
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 1, 2013

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] (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Supplemental Memorandum of Easement Agreement

Document Date: Nov 18, 2011 Number of Pages: 4

Signer(s) Other Than Named Above: Kenneth Hunt and Scott Hunt

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☒ Individual (Self) and

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Attorney in Fact

Signer Is Representing: For Myrna Hunt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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STATE OF Iowa)
) ss.
COUNTY OF Dickinson)

The foregoing instrument was acknowledged before me on Oct 24, 2011, by Kenneth Hunt, a single person.

JEAN C. ALLEN
Commission Number 118842
My Commission Expires
September 20, 20___

Jean C Allen
Signature of Notary Public

Place Notary Seal Above

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Scott Hunt, a single person.

_____
Signature of Notary Public

Place Notary Seal Above

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2011, by Kenneth Hunt, a single person.

_____
Signature of Notary Public

Place Notary Seal Above

STATE OF Minnesota)
) ss.
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me on Nov-9, 2011, by Scott Hunt, a single person.

EVON L. LUEKEN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2014

Place Notary Seal Above

Evon L Lueken
Signature of Notary Public

GRANTEE:

LAKEFIELD WIND PROJECT, LLC,
a Delaware limited liability company,

By: LAKEFIELD WIND PROJECT OP TRUST,
a Delaware statutory trust, its manager

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: _____
Name: Steve Barone
Title: Financial Services Officer

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me on Dec 20, 2011, by Steven Barone, the Financial Services Officer, of Wilmington Trust Company, Trustee of the Lakefield Wind Project OP Trust, the Manager of Lakefield Wind Project, LLC, a Delaware limited liability company, on behalf of said company.

_____
Signature of Notary Public

Place Notary Seal Above

RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 10-06-2013

Document Prepared by and Return to:
enXco Development Corp.
Attn: Nicole Nordquist
10 2nd Street NE, #107
Minneapolis, MN 55413

ATTACHMENT 1

Tax Identification No: 09.021.0200 6-282.

The West one-third (W 1/3) of the Southeast Quarter (SE ¼) of Section Twenty-one (21), Township One Hundred Two (102) North, Range Thirty-six (36) West of the Fifth Principal Meridian, Jackson County, Minnesota; AND

The Southeast Quarter (SE ¼), except the West one-third (W 1/3) and the East one-third (E 1/3), of Section Twenty-one (21), Township One Hundred Two (102) North, Range Thirty-six (36) West of the Fifth Principal Meridian, Jackson County, Minnesota; AND

The East one-third (E 1/3) of the Southeast Quarter (SE ¼) of Section Twenty-one (21), Township One Hundred Two (102) North, Range Thirty-six (36) West of the Fifth Principal Meridian, Jackson County, Minnesota.