

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

Midwest Title Corporation

(File Number: 18228T)

**Auction Tract 2
(Grant County, Wisconsin)**

For November 17, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**Steven Bollant and Delores Bollant, Bollant Farms, Inc., and
Thomas Bollant and Annette Bollant**

COMMITMENT FOR TITLE INSURANCE

Issued By
THIS IS NOT A TITLE INSURANCE COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Josee Withey
Issuing Office: Midwest Title Corporation
Issuing Office's ALTA® Registry ID: 0003102
Commitment No.: 18228T
Issuing Office File No.: 18228T
Property Address: Ebenezer Road, Montfort, WI 53569

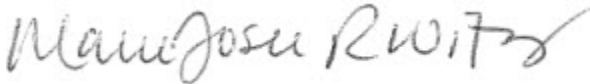
SCHEDULE A

1. Commitment Date: October 1, 2021 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: To Be Determined
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Bollant Farms, Inc., a Wisconsin Corporation
5. The Land is described as follows:

See **Schedule C** attached hereto

Midwest Title Corporation



By: Marie-Josee R. Withey

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COMMITMENT FOR TITLE INSURANCE

Issued By
THIS IS NOT A TITLE INSURANCE COMMITMENT

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Bollant Farms, Inc., a Wisconsin Corporation by one or more officers vesting fee simple title in To Be Determined.
6. The Company must be furnished with a certified copy of the resolution of the board of directors of the corporation adopted at the meeting duly called for the purpose of authorizing the execution of the proposed deed.

NOTE: Unless the resolution confirms that the deed conveys less than substantially all of the corporation's property or that the sale is in the usual course of business, a resolution of the shareholders must also be provided.

7. Release of record of insured premises from the lien of Mortgage from Bollant Farms, Inc., A Wisconsin Corporation; and Steven W. Bollant (a/k/a Steven Bollant) and Delores M. Bollant (a/k/a Delores Bollant), husband and wife to Compeer Financial, PCA , dated July 24, 2020 and recorded in Document No. 812348 on July 27, 2020, in the original amount of \$.
8. Release of record of insured premises from the lien of Mortgage from Bollant Farms, Inc., A Wisconsin Corporation; and Steven W. Bollant (a/k/a Steven Bollant) and Delores M. Bollant (a/k/a Delores Bollant), husband and wife to Compeer Financial, FLCA , dated July 24, 2020 and recorded in Document No. 812368 on July 27, 2020, in the original amount of \$.
9. Satisfactory disposition of all adverse matters disclosed by a search of the records in the name of the purchaser. Payment of additional premium upon establishment of sale price. The Company may make other requirements and/or exceptions upon the review of the proposed documents creating the estate or interest to be insured.
10. The enclosed Owner's Affidavit must be completed, executed, notarized and returned.

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SCHEDULE B
(Continued)

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

NOTE: Exception a of Schedule B-2 will be removed only if a gap endorsement is attached to this commitment and the requirements for the issuance of gap coverage as described in the endorsement are met, including the payment of the premium.

2. Easements or claims of easements not shown by the public records.
3. General taxes for the 2021 and subsequent years.
4. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.

NOTE: Exception 4 of Schedule B-2 will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the Land, or that all such items have been paid in full.

5. Rights or claims of parties in possession not shown by the public records.

NOTE: Exception 5 of Schedule B-2 will be removed only if the Company receives a Construction Work and Tenants Affidavit on a form prepared by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

NOTE: Exceptions 2 and 6 of Schedule B-2 will be removed only if the Company receives an original survey which (i) has a current date, (ii) is satisfactory to the Company, and (iii) complies with current ALTA/ACSM Minimum Survey Standards or Wisconsin Administrative Code Chapter AE-7 together with the certification agreed on between the Wisconsin Land Title Association and the Wisconsin Society of

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SCHEDULE B

(Continued)

Land Surveyors on April 1, 1974. If the survey shows matters, which affect the title to the property, Exceptions b and f will be replaced by exceptions describing those matters.

7. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.

The company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

NOTE: Exception 7 of Schedule B-2 will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the Land contains a completed building; and (3) statement showing that the Land has a water and sewer use account. If the Land is vacant, this exception will not be removed.

8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Contact the Company for information on the deletion of this exception.

9. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road or highway purposes.
10. Easement granted to Grant County Cooperative Rural Electric Association, by instrument dated January 4, 1938, and recorded in Volume 1 of Rural Electric Easements, page 241 on October 12, 1938.
11. Easement granted to Grant-Lafayette Electric Cooperative by instrument dated May 2, 1994, and recorded in Volume 733 of Records, page 598 on August 1, 1994.
12. Easement granted to Scenic Rivers Energy Cooperative by instrument dated November 18, 2015, and recorded in Volume 1443 of Records, page 620 on December 7, 2015.
13. Memorandum of Wind Energy Lease and Easement Agreement between Steven Bollant and Thomas Bollant, partners d/b/a Bollant Farm Partnership and Red Barn Energy, LLC, dated January 17, 2018 and recorded in Document No. 791900 on January 22, 2018. Said Agreement subject to the following documents:
Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated March 28, 2019 and recorded in Document No. 801133 on April 15, 2019;
Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated May 1, 2019 and recorded in Document No. 801942 on May 20, 2019; and
Nondisturbance and Attorney Agreement dated December 30, 2020 and recorded in Document No. 817699 on January 28, 2021.
14. Possible lien or reassessment pursuant to Section 74.485 Wis. Stats. for conversion of the land's use from agricultural.

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SCHEDULE B
(Continued)

15. Any neighboring rights, interests or claims which may exist as a result of fenceline placement.
16. Right of tenant(s) under crop lease(s), whether recorded or unrecorded.
17. Rights of others, if any, to the use of right of way, crossing the insured parcel, to the benefit of the neighboring parcel to the South.

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COMMITMENT FOR TITLE INSURANCE

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SCHEDULE C

The Land is described as follows:

The Northeast Quarter (N.E. 1/4) of the Southeast Quarter (S.E. 1/4) of Section Thirty-three (33), Township Six (6) North, Range One (1) West of the 4th P.M., Town of Wingville, Grant County, Wisconsin.

The following is being provided for informational purposes only:

Parcel ID No.: 062-00697-0000

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122 241

NUMBER
107473

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE
FOR
GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

Branch Line 67 E
Easement No. 25

KNOW ALL MEN BY THESE PRESENTS:

That Thos. Winters and Fannie Winters, his wife,

in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, warrant and convey unto the

GRANT COUNTY COOPERATIVE RURAL ELECTRIC ASSOCIATION

its successors and assigns, the right, privilege and easement forever to enter upon the property hereinafter described and, from time to time, to construct, operate, maintain, service, repair, remove, relocate and reconstruct, upon said property, a line or lines for the transmission or distribution of electric energy, and also telephone and telegraph lines, including all necessary or convenient poles, wires, ground connections, and fixtures, together with all rights and privileges reasonably necessary or convenient for the full enjoyment or use of said lines, including the right to trim, cut and keep clear all trees, limbs and undergrowth along said lines and all trees adjacent thereto that may, in any way, endanger the proper operation of the same, and the right to enter over adjoining lands of the grantee for the purpose of exercising the rights and privileges herein granted.

The above-mentioned property in the County of Grant, State of Wisconsin, is described as follows:

North East quarter (N E 1/4) of the South East quarter (S E 1/4) of Section thirty-three (33), Township 6 North, Range 1 West, (T 6 N R 1 W) all in the township of Wingville.

NE-SE-33-6-1

The warranties contained herein are made subject only to the following delinquent taxes, mortgages, liens, or encumbrances

none

This conveyance shall be binding upon the heirs, representatives, assigns and grantees of the grantor.

And the undersigned owner(s) and holder(s) of ✓ lien(s) as to said premises above described, for the consideration above stated, do(es) hereby join in and consent to said easement free and clear of said lien(s).

WITNESS THE HANDS AND SEALS of the Grantors (and the person(s), if any, joining in and consenting to this easement) this 4

day of January, 1938.

In the Presence of:

Robert L. Uppena
Henry J. Belscamper

Thos Winters (SEAL)
Fannie Winters (SEAL)
(SEAL)
(SEAL)

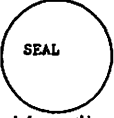
STATE OF WISCONSIN,
COUNTY OF GRANT

} ss.

Personally came before me this 4 day of JANUARY, A. D., 1938

the above named Thos. Winters and Fannie Winters, his wife,

to me known to be the person who executed the foregoing instrument and acknowledged the same.



Henry J. Belscamper
Notary Public, Grant County, Wisconsin
My Commission Expires November 2, 1941

STATE OF WISCONSIN,
COUNTY OF GRANT

} ss.

Personally came before me this _____ day of _____, A. D., 19____

the above named _____

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for Record this 12th day of
Oct., A. D., 1938, at 9 o'clock A. M.
H. Ethel Utt
Register of Deeds
County of _____
Wisconsin



Notary Public, Grant County, Wisconsin
My Commission Expires _____, 19____

**GRANT-LAFAYETTE ELECTRIC COOPERATIVE
Lancaster, Wisconsin**

RIGHT OF WAY EASEMENT

for
ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS: That _____

Jeff Bollant, Tom Bollant and Steve Bollant

(hereinafter called the "Grantor"), in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, warrant and convey unto GRANT-LAFAYETTE ELECTRIC COOPERATIVE, a cooperative organized under Chapter 185 Wisconsin Statutes, hereinafter called the "Grantee," and its successors and assigns, the right, privilege and easement to enter upon the lands described hereinafter, and to construct, service, operate, maintain, relocate and reconstruct thereon and under the surface thereof, and upon or under all streets, roads or highways on or abutting said lands, a line or lines for the transmission and distribution of electric energy including without limitation all appropriate necessary or convenient poles, cable, wire, transformers, handholes, manholes, concrete pads, duct conduit, ground connections, attachments, equipment, accessories and appurtenances necessary and appropriate for the transmission and distribution of energy.

The right of way shall be 20 feet in width.

The lands of the Grantor with respect to which this right of way easement is granted are described as follows:

The East 1/2 of the N.E. 1/4 of the N.E. 1/4 of the S.E. 1/4 of section 33 T6N-R1W Grant County, Wisconsin.
The East 1/2 of the S.E. 1/4 of the N.E. 1/4 of the S.E. 1/4 of section 33 T.6N-R.1W. Grant County, Wisconsin
The N.E. 1/4 of the S.E. 1/4 of the S.E. 1/4 of section 33 T.6N.-R1W. Grant County, Wisconsin.
This easement is for the construction and maintenance of underground electric lines.

E 1/2 - NE - NE - SE
E 1/2 - SE - NE - SE 33 - 6 - 1
NE - SE - SE

The facilities erected hereunder shall remain the property of "Grantee." Grantee shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations, substitutions and additions in and to its facilities as it may from time to time deem advisable, including the right to increase or decrease the number of conduits, poles, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures.

Grantee shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions, trees, shrubbery, undergrowth and roots. All trees and limbs cut by Grantee at any time shall remain the property of Grantor.

Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Grantee's facilities.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress to and egress from the easement over the lands of Grantor adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

To have and to hold unto the said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, assigns, and grantees of the Grantor.

Witness the Hands and Seals of the Grantors (and the person(s), if any, joining in and consenting to this easement) this

2ND day of MAY, 1994

In the Presence of

_____ (SEAL) Jeff Bollant

_____ (SEAL) Tom Bollant

_____ (SEAL) Steve Bollant

_____ (SEAL)

STATE OF WISCONSIN)
) ss
 County GRANT)

Personally came before me, this 2ND day of MAY A.D., 19 94.

The above named JEFF BOLLANT, TOM BOLLANT + STEVE BOLLANT

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____ Daniel Stephenson
 Notary Public, GRANT County, Wisconsin
 My Commission Expires 8-11-1996

569092

FROM _____

TO _____

**RIGHT OF EASEMENT FOR
ELECTRIC LINES**

REGISTER'S OFFICE
 County of Grant) ss
 State of Wisconsin)

Received for record this 1st
 day of August, 19 94, at
8:15 o'clock A M. as
 instrument No. 569092 and recorded in Vol.
733 of Records on page 598.

Register of Deeds
Janice L. Laseck, Deputy
 Deputy
Grant Lafayette Elec.
 12.00 pd.

GRANT COUNTY, WI
REGISTER OF DEEDS
DEC 7 - 2015
at 8:15 A m. & recorded in
Vol 1443 Records Page 620
MARILYN PIERCE, REGISTER
Pages: 1

SCENIC RIVERS ENERGY COOPERATIVE
Lancaster, Wisconsin

774960

Document Number

RIGHT OF WAY EASEMENT
FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS: **BOLLANT FARM PARTNERSHIP** (hereinafter called the "Grantor"), does hereby grant, warrant and convey unto SCENIC RIVERS ENERGY COOPERATIVE, a cooperative organized under Chapter 185 Wisconsin Statutes, hereinafter called the "Grantee", and its successors and assigns, the right, privilege and easement to enter up on the lands described hereinafter, and to Construct service, operate, maintain, relocate and reconstruct thereon and under the surface Thereof, and upon or under all streets, roads or highways on or abutting said lands, a line or Lines for the transmission and distribution of electric energy including without limitation all Appropriate necessary or convenient poles, cable, wire, transformers, hand holes, manholes, Concrete pads, duct conduit, ground connections, attachments, equipment and any accessories necessary and appropriate for the distribution of energy.

WO #1511.43

Return to:

Scenic Rivers Energy Cooperative
231 North Sheridan Street
Lancaster WI 53813-1398

Parcel Identification Number (PIN)
062-00697-0000

NE-SE-33-6-1

To include part of: SEC.33-T6N-R1W NE1/4 SE1/4 all in the Township of Wingville, Grant County, Wisconsin.

This easement allows SREC to construct and maintain underground electrical lines. The R.O.W shall be 10 feet on both sides of the installed underground line. This easement is intended to relocate the existing service that feeds (1345 Ebenezer Rd).

Drafted By: **CHAD OLMSTEAD**

The facilities erected hereunder shall remain the property of "Grantee." Grantee shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations, substitutions and additions in and to its facilities as it may from time to time deem advisable, including the right to increase or decrease the number of conduits, poles, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures.

Grantee shall at all time have the right to keep the easement clear of all buildings, structures or other obstructions, trees, shrubbery, undergrowth and roots. All trees and limbs cut by Grantee at any time shall remain the property of Grantor.

Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Grantee's facilities.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress to and egress from the easement over the lands of Grantor adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

To have and to hold unto the said Grantee, its successors and assigns forever, this conveyance shall be binding on the heirs, representatives, assigns, and grantees of the Grantor.

Witness the Hands and Seals of the Grantors (and the person[s], if any, joining in and consenting to this easement) this 11-18-15 day of November, 2015

In the Presence of

Steve Bollant
(PRINT NAME)
Tom Bollant
(PRINT NAME)
Delores Bollant
(PRINT NAME)

Steve Bollant (SEAL)
(SIGNATURE)
Tom Bollant (SEAL)
(SIGNATURE)
Delores Bollant (SEAL)
(SIGNATURE)

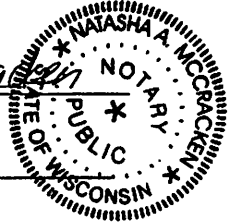
STATE OF WISCONSIN)
County, GRANT) SS

Personally came before me, this 18 day of November A.D., 2015

The above named Owner: **BOLLANT FARM PARTNERSHIP**

To me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Signature: Natasha A. McCreary
Notary Public, Grant County.
My Commission Expires: 8-9-19



791900

January 22 2018
Marilyn Pierce
Register of Deeds
GRANT COUNTY WI
09:30 AM
Fee Pd:30.00
TransFee:0.00
Pgs 6
Exempt:

DOCUMENT NO. 791900	MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT	
W1/2-SW-2-5-1	E1/2-SE-28-6-1	SE-32-6-1
E1/2-SE-3-5-1	N1/2-SW-27-6-1	W1/2-SW-33-6-1
NE-23-6-1	S1/2-SW-27-6-1	SW-NW-33-6-1
NW-NW-26-6-1	E1/2-NW-34-6-1	E1/2-NE-33-6-1
E1/2-NW-26-6-1	NW-SE-34-6-1	W1/2-NW-34-6-1
W1/2-NE-26-6-1	SW-NE-34-6-1	W1/2-NE-33-6-1
NW-NW-26-6-1	SE-NE-32-6-1	E1/2-NW-33-6-1

THIS SPACE RESERVED FOR RECORDING
DATA

NAME AND RETURN ADDRESS

Red Barn Energy, LLC
Attn: Paul White
618 2nd Avenue SE
Minneapolis, MN 55414

PARCEL IDENTIFICATION NUMBER(S)
SEE EXHIBIT A

THIS MEMORANDUM OF WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum"), is dated January 17, 2018, and is made Steven Bollant and Thomas Bollant, partners d/b/a Bollant Farm Partnership ("Landlord") and Red Barn Energy, LLC, a Minnesota Limited Liability Company ("Tenant")

RECITALS:

- A. Landlord is the owner of certain real property (the "Premises") located in Grant County Wisconsin, and more particularly described on Exhibit A as attached hereto and incorporated herein;
- B. Landlord and Tenant have entered into that certain Wind Energy Lease and Easement Agreement dated January 17, 2018, which runs with the land (the "Lease ") by which Tenant is leasing the Premises;
- C. Landlord and Tenant desire to execute and record this Memorandum in order to provide notice of the Lease.

NOW, THEREFORE, the parties hereby give notice of the following:

- 1. Lease. Tenant is leasing the Premises on the terms and conditions contained in the Lease which runs with the land. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.
- 2. Effective Date and Expiration Date. The term of the Lease (the "Term") shall be effective and shall commence on that date (the "Effective Date") which is specified in Recital B above. The Term shall end on that date (the "Expiration Date") which is 480 full calendar months following the Commercial

Operation Date. The "Commercial Operation Date" shall be the earlier of (i) the date upon which all Turbines (as defined in the Lease) within the Project (as defined in the Lease) are fully installed, commissioned, operational and producing and transmitting commercial quantities of electricity for sale and all approvals necessary for full commercial operation to occur have been obtained by the Tenant, or (ii) the date that Tenant delivers written notice to Landlord electing to trigger the Commercial Operation Date. The Lease shall terminate after seven years from the Effective Date, if the Project on the Premises to which the Lease applies does not begin Commercial Operation within the seven-year period.

3. Easements. Pursuant to the Lease, Landlord grants and conveys to Tenant certain easements, including, but not limited to, an exclusive easement prohibiting any obstruction to the free flow of wind (the "Wind Easement") throughout the entire area of the Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Windpower Facility (as defined in the Lease) is or may be located within the Project at any time from time to time through each point on the surface of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises to each point and on and along such line to the opposite exterior boundary of the Premises. Landlord also grants to Tenant an easement to permit Turbines from any part of the Project to overhang or encroach upon the Premises.

4. Ownership of Windpower Facilities. Landlord shall have no ownership and no other interest in any Windpower Facilities installed on the Premises by Tenant and Tenant may remove any or all Windpower Facilities at any time.

5. Assignment and Subletting. Tenant may assign all or any portion of the Lease or its rights under the Lease or sublet all or any part of the Premises or the Windpower Facilities without obtaining the consent of Landlord.

6. Other terms of the Lease. Information regarding additional terms and conditions of the Lease may be obtained by inquiry of the parties at the following respective addresses:

Tenant:
Red Barn Energy, LLC
618 2nd Avenue SE
Minneapolis, MN 55414

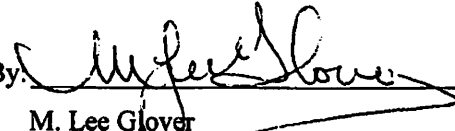
Landlord:
Bollant Farms Partnership
10818 Pine Knob Lane
Stitzer WI 53825

7. Counterparts. This Memorandum may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year set forth above.

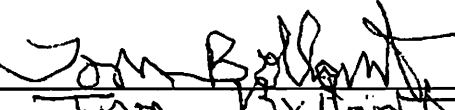
TENANT:

Red Barn Energy, LLC

By: 
M. Lee Glover
General Manager of White Wind Ventures, LLC
Agent to Red Barn Energy, LLC

LANDLORD:

~~Steven Bollant and Thomas Bollant~~
Bollant Farm Partnership

By: 
Name: TOM Bollant
Title: OWNER

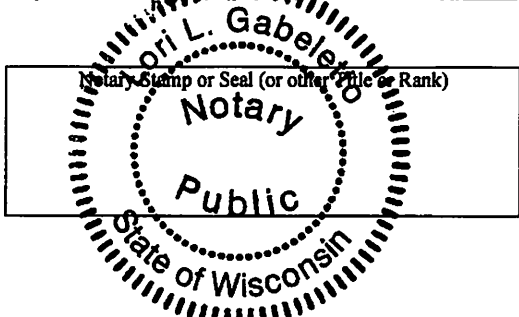
By: Steve Bollant
Name: Steve Bollant
Title: Owner

This instrument was drafted by:
Angeli Modjeski
Red Barn Energy, LLC
618 2nd Avenue SE
Minneapolis, MN 55414
Fax (612) 331-1086

ACKNOWLEDGMENTS TO MEMORANDUM OF WIND ENERGY GROUND LEASE

STATE OF WISCONSIN }
COUNTY OF Grant }ss

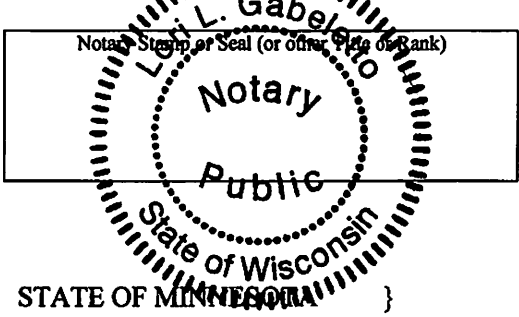
The foregoing instrument was acknowledged before me this 5th day of January, 2018
by Bollant (Landlord).



L. Gabelo
Signature of Notary Public or Other Official

STATE OF WISCONSIN }
COUNTY OF Grant }ss

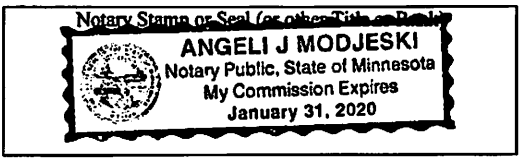
The foregoing instrument was acknowledged before me this 6th day of January, 2018
by Bollant (Landlord).



L. Gabelo
Signature of Notary Public or Other Official

STATE OF MINNESOTA }
COUNTY OF Hennepin }ss

²⁰¹⁸ The foregoing instrument was acknowledged before me this 17 day of January,
^{AM} 2017 by M. Lee Glover, as Agent to Red Barn Energy, LLC, a Minnesota limited liability company, on
behalf of the company (Tenant).



AM
Notary Public

EXHIBIT A
Description of Real Property

PID # 012-00041-0000, 012-00040-0000, 062-00066-0000, 062-00063-0000

The West Half (W ½) of the Southwest Quarter (SW ¼) of Section 2, EXCEPT the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section 2. The East Half (E ½) of the Southeast Quarter (SE ¼) of Section 3, all in Township 5 North, Range 1 West of the 4th P.M., Grant County Wisconsin. EXCEPT parcel of land conveyed to Richard James Molzof by Warranty Deed recorded in Volume 628 of Records, Page 219.

PID # 062-00472-0000, 062-00471-0000, 062-00473-0000

The Northeast Quarter (NE ¼) of Section 23, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin, EXCEPT 19 acres off the West side of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 23, which 19 acre tract is described as follows: Beginning 2,000 feet West of the Southeast corner of the above Northeast Quarter (NE ¼) of said Section 23; thence West 640 feet; thence North 1325 feet; thence East 593 feet; thence Southerly 1325 feet to the place of beginning.

PID # 062-00558-0000

All that part of land lying North of Northwestern right of way of Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 26, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID # 062-00561-0000, 062-00556-0000, 062-00553-0000, 062-00554-0000

The East Half (E ½) of the Northwest Quarter (NW ¼) and the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 26, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin. All that part of land lying North of Northwestern right of way of Northwest Quarter (NW ¼) of Northwest Quarter (NW ¼) of Section 26, Town 6 North, Range 1 West. (Consisting of 1 ½ acres, more or less).

PID # 062-00604-0000, 062-00601-0020, 062-00582-0000, 062-00581-0000

The East one Half (E ½) of the Southeast Quarter (SE ¼) of Section 28 lying Southerly and Easterly of that property as described in Volume 814, Page 507, Document No. 604238, Grant county Registry, all being in Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin. ALSO including the North One Half (N ½) of the Southwest Quarter (SW ¼) of Section 27, all in Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00583-0000, 062-00584-0000, 062-00706-0000, 062-00711-0000, 062-00718-0000, 062-00704-0000

The S Half of the SW ¼ of Section 27; the E Half of the NW ¼ of Section 34; all that part of the NW ¼ of the SE ¼ of Section 34, lying East of Bethel Road. A parcel of land in the SW corner of the NE ¼ of Section 34, being all that part of said quarter section lying West of Bethel Road. All in Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00667-0010

A tract of land in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section 32 in Township 6 North of Range 1 West of the 4th P.M., Grant County, Wisconsin, described as follows, to-wit: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of said Section 32; thence North 60 rods; thence West 4 rods; thence South 60 rods; thence East 4 rods to the point of beginning.

PID #062-00683-00010, 062-00679-0010, 062-00666-0000, 062-00678-0010, 062-00678-0000, 062-00679-0020, 062-00679-0000

The Southeast Quarter (SE $\frac{1}{4}$) of Section 32 EXCEPT that portion which lies North of the Town Road which runs in an Easterly and Westerly direction through said Section and also EXCEPTING the following described lands, to-wit: Commencing at the South Quarter corner of Section 32; thence North 1451'; Thence East 1320'; thence South 1451'; thence West 1320' to the place of beginning. All in Township 6 North of Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00694-0010, 062-00695-0010, 062-00690-0010

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33, EXCEPT a strip of land 2 rods wide off from the East side of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33 in Township 6 North of Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00684-000, 062-00687-0000, 062-00708-0000, 062-00710-0000

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 33 and the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34. All lying and being in Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-685-0000, 062-00686-0000, 062-00688-0000, 062-00692-0000

West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$). All in Section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00697-0000, 062-00698-0000, 062-00700-0000

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00693-0000, 062-00696-0000, 062-00699-0000

The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00730-0000, 062-00724-0000

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), all in Section 35, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

7919 - 00

801133

April 15 2019
Marilyn Pierce
Register of Deeds
GRANT COUNTY WI
09:30 AM

Fee Pd:30.00
TransFee:0.00

Exempt:
Pgs: 8 N1/2-SE-33-6-1

SE-SE-33-6-1

E1/2-SW-33-6-1

SW-SE-33-6-1

SE-NW-35-6-1

SW-NE-35-6-1

THIS SPACE RESERVED FOR RECORDING
DATA

DOCUMENT NO. 801133	MEMORANDUM OF AMENDMENT OF WIND ENERGY LEASE AND EASEMENT AGREEMENT	
W1/2-SW-2-5-1	E1/2-SE-28-6-1	SE-32-6-1
E1/2-SE-3-5-1	N1/2-SW-27-6-1	W1/2-SW-33-6-1
NE-23-6-1	S1/2-SW-27-6-1	SW-NW-33-6-1
NW-NW-26-6-1	E1/2-NW-34-6-1	E1/2-NE-33-6-1
E1/2-NW-26-6-1	NW-SE-34-6-1	W1/2-NW-34-6-1
W1/2-NE-26-6-1	SW-NE-34-6-1	W1/2-NE-33-6-1
NW-NW-26-6-1	SE-NE-32-6-1	E1/2-NW-33-6-1

NAME AND RETURN ADDRESS

Red Barn Energy, LLC
Attn: Paul White
618 2nd Avenue SE
Minneapolis, MN 55414

PARCEL IDENTIFICATION NUMBER(S)

SEE EXHIBITS A AND B

THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated 3/28, 2019, and is made by Steven Bollant and Thomas Bollant, d/b/a Bollant Farm Partnership, (hereinafter "**Original Landlord**") and Bollant Farms, Inc. (hereinafter "**Replacement Landlord**") and Red Barn Energy, LLC, a Minnesota Limited Liability Company ("Tenant"), collectively (the "**Parties**").

S1/2-SW-27-6-1 N1/2-SE-33-6-1
E1/2-NW-34-6-1 SE-SE-33-6-1
NW-SE-34-6-1 NW-NW-34-6-1

RECITALS:

- A. Original Landlord and Tenant entered into a Wind Energy Lease and Easement Agreement dated January 17, 2018, (hereinafter the "**Lease**") by which Tenant is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the Register of Deeds in Grant County, Wisconsin on January 22, 2018 as Document Number 791900 covering the real property described on the attached Exhibit A (the "**Premises**");
- B. As of the date of the Lease, the correct fee owner of the real property described on the attached Exhibit B (the "**Replacement Landlord Premises**") was Replacement Landlord;
- C. Original Landlord, Replacement Landlord and Tenant wish to modify the Lease to replace Original Landlord with Replacement Landlord as the Landlord under the Lease with respect to the Replacement Landlord Premises;
- D. Replacement Landlord and Tenant wish to modify the Lease to add the real property described on the attached Exhibit B and identified as Additional Land to the Premises.

NOW THEREFORE in consideration of the above and in consideration of the mutual benefit to the parties and other valuable consideration, the sufficiency of which is hereby mutually acknowledged, Original Landlord, Replacement Landlord and Tenant hereby agree to the following:

- 1. Original Landlord is replaced with Replacement Landlord to the Lease with regard to the Replacement Landlord Premises attached hereto as Exhibit B.
- 2. The Lease is modified to add the real property described on the attached Exhibit B and identified as Additional Land.
- 3. Replacement Landlord agrees to be bound by all terms and conditions of the Lease.
- 4. Counterparts. This agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement
- 5. Except as modified above, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

Original Landlord: Bollant Farms Partnership

By: [Signature]
 Name: Tom Bollant
 Title: _____

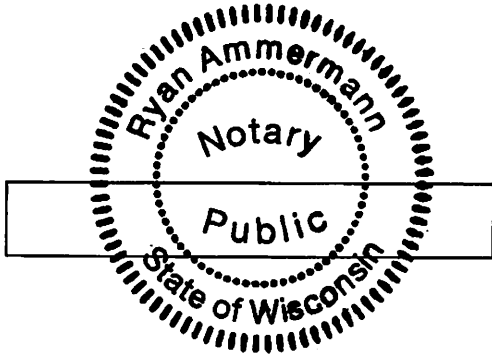
By: [Signature]
 Name: Steve Bollant
 Title: Owner

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE

STATE OF Wisconsin }
 COUNTY OF Grant }
 }ss

The foregoing instrument was acknowledged before me this 28 day of March, 2019 by Tom Bollant (Original Landlord)

Notary Stamp or Seal (or other Title or Rank)



Rh

Notary Public

**ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY
GROUND LEASE**

STATE OF Wisconsin }
 }ss
COUNTY OF Grant }

The foregoing instrument was acknowledged before me this 28 day of March,
2019 by Steve Bollant (Original Landlord)

Notary Stamp or Seal (or other Title or Rank)

Rh

Notary Public

IN WITNESS WHEREOF, the parties have executed this Memorandum of Amendment to Wind Energy Lease and Easement Agreement as of the day and year set forth above.

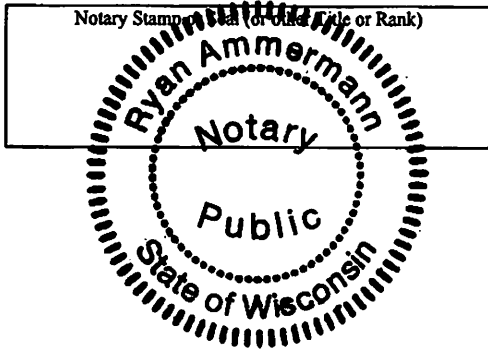
Replacement Landlord: Bollant Farms, Inc.

By: Steve Bollant
Name: Steve Bollant
Title: Owner

ACKNOWLEDGMENT TO MEMORANDUM OF AMENDMENT TO WIND ENERGY GROUND LEASE

STATE OF Wisconsin }
 }ss
COUNTY OF Grant }

The foregoing instrument was acknowledged before me this 28 day of March,
2019 by Steve Bollant, the Owner of Bollant Farms, Inc., a
Wisconsin corporation on behalf of the corporation (Replacement Landlord).



RH

Notary Public

Tenant -

Red Barn Energy, LLC

By: [Signature]

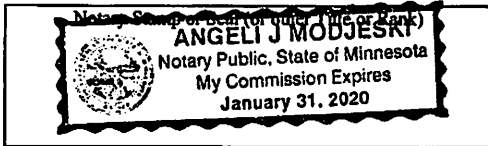
Name: General Manager of White Wind Ventures, LLC

Title: Agent to Red Barn Energy, LLC

STATE OF MINNESOTA }

COUNTY OF Hennepin }ss

The foregoing instrument was acknowledged before me this 8 day of April, 2019 by M. Lee Glorice, as Agent to Red Barn Energy, LLC, a Minnesota Limited Liability company.



[Signature]
Notary Public

Exhibit A
Legal Description of Real Property

PID # 012-00041-0000, 012-00040-0000, 062-00066-0000, 062-00063-0000

The West Half (W ½) of the Southwest Quarter (SW ¼) of Section 2, EXCEPT the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section 2. The East Half (E ½) of the Southeast Quarter (SE ¼) of Section 3, all in Township 5 North, Range 1 West of the 4th P.M., Grant County Wisconsin. EXCEPT parcel of land conveyed to Richard James Molzof by Warranty Deed recorded in Volume 628 of Records, Page 219.

PID # 062-00472-0000, 062-00471-0000, 062-00473-0000

The Northeast Quarter (NE ¼) of Section 23, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin, EXCEPT 19 acres off the West side of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 23, which 19 acre tract is described as follows: Beginning 2,000 feet West of the Southeast corner of the above Northeast Quarter (NE ¼) of said Section 23; thence West 640 feet; thence North 1325 feet; thence East 593 feet; thence Southerly 1325 feet to the place of beginning.

PID # 062-00558-0000

All that part of land lying North of Northwestern right of way of Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 26, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID # 062-00561-0000, 062-00556-0000, 062-00553-0000, 062-00554-0000

The East Half (E ½) of the Northwest Quarter (NW ¼) and the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 26, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin. All that part of land lying North of Northwestern right of way of Northwest Quarter (NW ¼) of Northwest Quarter (NW ¼) of Section 26, Town 6 North, Range 1 West. (Consisting of 1 ½ acres, more or less).

PID # 062-00604-0000, 062-00601-0020, 062-00582-0000, 062-00581-0000

The East one Half (E ½) of the Southeast Quarter (SE ¼) of Section 28 lying Southerly and Easterly of that property as described in Volume 814, Page 507, Document No. 604238, Grant county Registry, all being in Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin. ALSO including the North One Half (N ½) of the Southwest Quarter (SW ¼) of Section 27, all in Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00583-0000, 062-00584-0000, 062-00706-0000, 062-00711-0000, 062-00718-0000, 062-00704-0000

The S Half of the SW ¼ of Section 27; the E Half of the NW ¼ of Section 34; all that part of the NW ¼ of the SE ¼ of Section 34, lying East of Bethel Road. A parcel of alnd in the SW corner of the NE ¼ of Section 34, being all that part of said quarter section lying West of Bethel Road. All in Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00667-0010

A tract of land in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section 32 in Township 6 North of Range 1 West of the 4th P.M., Grant County, Wisconsin, described as follows, to-wit: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of said Section 32; thence North 60 rods; thence West 4 rods; thence South 60 rods; thence East 4 rods to the point of beginning.

Bollant Farms, Inc. – Memo of Amendment

PID #062-00683-00010, 062-00679-0010, 062-00666-0000, 062-00678-0010, 062-00678-0000, 062-00679-0020, 062-00679-0000

The Southeast Quarter (SE $\frac{1}{4}$) of Section 32 EXCEPT that portion which lies North of the Town Road which runs in an Easterly and Westerly direction through said Section and also EXCEPTING the following described lands, to-wit: Commencing at the South Quarter corner of Section 32; thence North 1451'; Thence East 1320'; thence South 1451'; thence West 1320' to the place of beginning. All in Township 6 North of Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00694-0010, 062-00695-0010, 062-00690-0010

The West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33, EXCEPT a strip of land 2 rods wide off from the East side of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 33 in Township 6 North of Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00684-000, 062-00687-0000, 062-00708-0000, 062-00710-0000

The East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 33 and the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34. All lying and being in Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-685-0000, 062-00686-0000, 062-00688-0000, 062-00692-0000

West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$). All in Section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00697-0000, 062-00698-0000, 062-00700-0000

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00693-0000, 062-00696-0000, 062-00699-0000

The East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00730-0000, 062-00724-0000

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), all in Section 35, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

Exhibit B
Legal Description of Replacement Landlord Real Property

PID #062-00583-0000, 062-00584-0000, 062-00706-0000, 062-00711-0000, 062-00718-0000, 062-00704-0000

The S Half of the SW $\frac{1}{4}$ of Section 27; the E Half of the NW $\frac{1}{4}$ of Section 34; all that part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, lying East of Bethel Road. A parcel of land in the SW corner of the NE $\frac{1}{4}$ of Section 34, being all that part of said quarter section lying West of Bethel Road. All in Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

PID #062-00697-0000, 062-00698-0000, 062-00700-0000

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of section 33, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

Additional Land

PID #062-00709-000

A strip of land 1 $\frac{1}{2}$ rods wide on the North side of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, Town 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin

<p>DOCUMENT NO. 801942</p> <p>E1/2-NE-33-6-1 W1/2-NW-34-6-1 SE-NE-32-6-1 SE-32-6-1 W1/2-SW-33-6-1 SW-NW-33-6-1 E1/2-NW-26-6-1 W1/2-NE-26-6-1</p>	<p>MEMORANDUM OF AMENDMENT OF WIND ENERGY LEASE AND EASEMENT AGREEMENT</p> <p>NW-NW-26-6-1 E1/2-SE-28-6-1 N1/2-SW-27-6-1 NW-NW-33-6-1 SW-NW-33-6-1 NW-SW-33-6-1 SW-SW-33-6-1</p>	<p style="text-align: center;">801942</p> <p>May 20 2019 Marilyn Pierce Register of Deeds GRANT COUNTY WI 09:30 AM Fee Pd:30.00 TransFee:0.00 Exempt: Pgs:7</p> <div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 50px; margin: 10px auto; text-align: center; line-height: 50px;">7919 - 00</div> <p style="text-align: center;">THIS SPACE RESERVED FOR RECORDING DATA</p>
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THIS MEMORANDUM OF AMENDMENT TO WIND ENERGY LEASE AND EASEMENT AGREEMENT ("Memorandum of Amendment"), is dated _____, 2019, and is made by Steven Bollant and Delores Bollant, husband and wife (hereinafter "**Landlord**") and Red Barn Energy, LLC, a a Minnesota Limited Liability Company (hereinafter "**Tenant**"), collectively (hereinafter the "**Parties**").

NAME AND RETURN ADDRESS

Red Barn Energy, LLC
Attn: Paul White
618 2nd Avenue SE
Minneapolis, MN 55414

PARCEL IDENTIFICATION NUMBER(S)

SEE EXHIBIT A

RECITALS:

- A. Steven Bollant and Thomas Bollant, dba Bollant Farm Partnership ("**Original Landlord**") and Tenant entered into a Wind Energy Lease and Easement Agreement dated January 17, 2018, (hereinafter the "**Lease**") by which Tenant is leasing the Premises from Landlord, a memorandum of which was recorded in the Office of the Register of Deeds in Grant County, Wisconsin on January 22, 2018 as Document Number 791900;
- B. Bollant Farm Partnership was subsequently dissolved and the ownership of the real estate under Lease with Tenant was split between Thomas Bollant and Annette Bollant, husband and wife and Steven Bollant and Delores Bollant;
- C. On or about April 8, 2019, Steven Bollant and Delores Bollant, husband and wife signed an Amended and Restated Wind Energy Lease and Easement Agreement (the "**Amended and Restated Lease**") with Tenant;
- D. Landlord and Tenant wish to modify Exhibit A of the Amended and Restated Lease to add additional real property to the Amended and Restated Lease.

Bollant, Steven -- Memo of Amendment

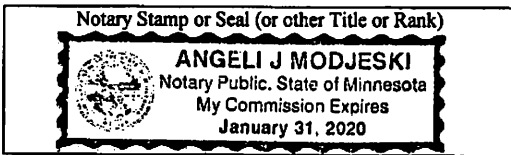
Tenant -
Red Barn Energy, LLC

By: *[Signature]*
Name: M. Lee Glaze

Title: General manager of White Wind Ventures, LLC
Agent to Red Barn Energy, LLC

STATE OF Minnesota }
 } ss
COUNTY OF Hennepin }

The foregoing instrument was acknowledged before me this 06 day of May, 2019 by M. Lee Glaze, as Agent to Red Barn Energy, LLC, a Minnesota Limited Liability company.



[Signature]
Notary Public

**Amended and Restated Exhibit A
Legal Description of the Premises**

The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section 33 and the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 34, except a strip of land 24 feet wide and 80 rods long on the North side of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 34. All lying and being in Township 6 North, Range 1 West of the 4th P.M. in Grant County, Wisconsin.

A tract of land in the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of Section Thirty-two (32) in Township Six (6) North of Range One (1) West of the 4th P.M., Grant County, Wisconsin, described as follows, to-wit: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) of said Section Thirty-two (32); Thence North 60 rods; Thence West 4 rods; Thence South 60 rods; Thence East 4 rods to the point of beginning.

The Southeast Quarter (SE1/4) of Section Thirty-two (32) EXCEPT that portion which lies North of the Town Road which runs in an Easterly and Westerly direction through said Section and also EXCEPTING the following described lands, to-wit: Commencing at the South Quarter corner of Section Thirty-two (32); Thence North 1451'; Thence East 1320'; Thence South 1451'; Thence West 1320' to the place of beginning. All in Township Six (6) North of Range One (1) West of the 4th P.M., Grant County, Wisconsin.

Also the West Half of the Southwest Quarter (W1/2-SW1/4) and the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section Thirty-three (33), EXCEPT: A strip of land 2 rods wide off from the East side of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section Thirty-three (33) in Township Six (6) North of Range One (1) West.

The East Half (E1/2) of the Northwest Quarter (NW1/4) and the West Half (W1/2) of the Northeast Quarter (NE1/4) of Section Twenty-six (26), Township Six (6) North, Range One (1) West of the 4th P.M., Grant County, Wisconsin.

All that part of land lying North of Northwestern right of way of Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-six (26), Township Six (6) North, Range One (1) West of the 4th P.M., Grant County, Wisconsin.

The East One Half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty eight (28) lying Southerly and Easterly of that property as described in Volume 814, Page 507, Document No. 604238, Grant County Registry, all being in Town Six (6) North, Range One (1) West of the 4th P.M., Grant County, Wisconsin.
ALSO including the North One Half (N1/2) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), all in Town Six (6) North, Range One (1) West, of the 4th P.M. in

Bollant, Steven -- Memo of Amendment

Grant County, Wisconsin.

Tax Parcel Numbers:

062-00684-0000
 062-00687-0000
 062-00708-0000
 062-00710-0000
 062-00678-0010
 062-00679-0010
 062-00683-0010
 062-00694-0010
 062-00695-0010
 062-00666-0000
 062-00667-0010
 062-00690-0010
 062-00553-0000
 062-00554-0000
 062-00556-0000
 062-00561-0000
 062-00558-0000
 062-00581-0000
 062-00582-0000
 062-00601-0020
 062-00604-0000
 062-00678-0000
 062-00679-0020
 062-00679-0000

PIN 062-00689-0010

A strip of land 2 rods wide on the West side of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Thirty-three (33), Township Six (6) North of Range One (1) West of the 4th P.M. Grant County, Wisconsin

PIN 062-00691-0010

A piece of land described as commencing on the Quarter Section line 15-1/2 rods East of the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section Thirty-three (33), in Township Six (6) North of Range One (1) West, thence running West on the Quarter Section line 15-1/2 rods to the Quarter Section corner; Thence South on the Section line 12-1/2 rods, thence Northeast to intersect the point of beginning, all in Township Six (6) North of Range One (1) West of the 4th P.M. Grant County, Wisconsin

PIN 062-00694-0020

Commencing at the West Quarter (W1/4) corner of Section Thirty-three (33) in Township Six (6) North of Range One (1) West; Thence South 89°43'44" East, 1326.37' along the East-West Quarter line of said Section Thirty-three (33); Thence South 00°14'30" East, 426.46' along the East line of the West Half of the Southwest Quarter (W ½-SW1/4) of said Section Thirty-three (33) to the point of beginning; Thence South 00°14'30" East 1464.16' along said East line; Thence South 89°45'30" West 66'; Thence North 00°14'30" West 1454.16'; thence North 89°45'30" East 66' to the point of beginning. Subject to the Easement or Right of Way of Hopewell road and any other Easements of record.

<p style="text-align: center;">817699</p> <p>DOCUMENT NO.</p>	<p>NONDISTURBANCE AND ATTORNMENT AGREEMENT</p>	<p style="text-align: center;">817699</p> <p>January 28 2021 Andres Noethe Register of Deeds GRANT COUNTY WI 09:55 AM Fee Pd:30.00 TransFee:0.00 Exempt: Pgs:8</p> <p style="text-align: center;">THIS SPACE RESERVED FOR RECORDING DATA</p>
<p style="text-align: center;">THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT</p> <p>(“Agreement”), is dated <u>12/30</u> _____, 2020, and is made by and between COMPEER FINANCIAL, FLCA, a federally chartered corporation, (“Mortgagee”) and Red Barn Energy, LLC, a Minnesota Limited Liability Company (“Company”), collectively referred to as the (“Parties”).</p>		<p style="text-align: center;">NAME AND RETURN ADDRESS</p> <p>Red Barn Energy, LLC Attn: Paul White 618 2nd Avenue SE Minneapolis, MN 55414</p> <hr/> <p style="text-align: center;">PARCEL IDENTIFICATION NUMBER(S)</p>

RECITALS

A Bollant Farms, Inc. and Steven Bollant and Delores Bollant, ("**Owner**"), is the owner of fee simple title to the real property located in Grant County, State of Wisconsin, legally described in the attached Exhibit A, which is incorporated herein by this reference (the "**Property**").

B. Owner entered into a Wind Energy Lease and Easement Agreement dated January 17, 2018, as memorialized by the Memorandum of Wind Energy Lease and Easement Agreement dated January 17, 2018, filed January 22, 2018, as Document No. 791900, by and between Steven Bollant and Thomas Bollant, partners d/b/a Bollant Farm Partnership and Red Barn Energy, LLC, a Minnesota limited liability company. Amended by Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated March 28, 2019, filed April

15, 2019, as Document No.801133. Further amended by Memorandum of Amendment of Wind Energy Lease and Easement Agreement dated May 1, 2019, filed May 20, 2019, as Document No. 801942 (collectively, as the same may be modified, supplemented, amended, replaced and/or restated from time to time (the "**Easement Agreement**") with Company. Under the Easement Agreement, Company has the right to use the Property solely and exclusively for wind energy purposes, as defined in the Easement Agreement, and is granted the exclusive right to use the Property for wind energy purposes. The term of the Easement Agreement terminates 380 full calendar months following the commercial operation date, as defined in the Easement Agreement.

C. Company plans to expend considerable financial and other resources to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use wind turbines, appliances, structures, equipment, cables and wires, for the generation and transmission of electrical energy and communications signals, and all related uses, under, on, along and in the Property (the foregoing wind turbines, improvements, roads, facilities, machinery and equipment are collectively defined herein as the "**Windpower Facilities**").

D. The Owner granted Wisconsin Open-End Mortgage securing \$3,000,000.00, dated August 3, 2018, filed August 7, 2018, as Document No. 796277, by and between Bollant Farms, Inc., a Wisconsin corporation; Steven W. Bollant and Delores M. Bollant a/k/a Steve Bollant and Delores Bollant, husband and wife, Mortgagor, and Compeer Financial, PCA, as Mortgagee, AND Wisconsin Mortgage securing \$5,000,000.00, dated August 3, 2018, filed August 7, 2018, as Document No. 796278, by and between Bollant Farms, Inc., a Wisconsin corporation; Steven W. Bollant and Delores M. Bollant. a/k/a Steve Bollant and Delores Bollant, husband and wife, Mortgagor, and Compeer Financial, FLCA, as Mortgagee, against the title to the Property (the "**Mortgages**"). The Owners are currently performing under the Mortgages.

E. Before it will begin construction of the Windpower Facilities on the Property, Company requires that Mortgagee agree that its mortgage security interests or any exercise of the power of sale granted therein or future ownership or other interest in the Property will not disturb or interfere with the Easement Agreement and Company's intended use and occupancy of the Property, which shall not be diminished or interfered with in any manner by Mortgagee during the term of the Easement Agreement. Mortgagee is willing to so agree, on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual benefits to accrue to the Parties, it is hereby declared, understood and agreed as follows:

1. **Consent to Easement and Assignment to Affiliate.** Mortgagee hereby consents to the Easement Agreement. Notwithstanding Mortgagee's consent to the Easement Agreement, the Mortgages and all renewals, replacements or extensions thereof, is and shall unconditionally remain at all times a lien on the Property prior and superior to the Easement Agreement, to any

leasehold estate created thereby and to all rights and privileges of Company thereunder, including all rights of first refusal and purchase options, if any. The Easement Agreement, the leasehold estate created thereby, together with all rights and privileges of Company thereunder, are hereby unconditionally subject, and made subordinate, to the lien of the Mortgages in favor of Mortgagee. Mortgagee further consents to the assignment of all of Company's right, title and interest under the Easement Agreement to an affiliate entity formed by Company for the purposes stated herein. Company may effect such assignment of the Easement Agreement to an affiliate company, and further to a third party buyer, and Mortgagee consents to such assignments without further notice. All of the terms and conditions of this Agreement shall inure to the benefit of such assignee.

2. **Wind Not to be Disturbed.** So long as there is no condition or event of default under, and as defined in, the Easement Agreement, Mortgagee agrees that (a) Company's use and occupancy of the Property, or any extension or renewal rights therefor in the Easement Agreement, shall not be diminished or interfered with by Mortgagee during the term of the Easement Agreement or any such extensions or renewals thereof, (b) Mortgagee will not join Company, its assigns and successors, as a party defendant in any action or proceeding foreclosing the Mortgages unless such joinder is necessary to foreclose the Mortgages and then only for such purpose and not for the purpose of terminating the Easement Agreement, and (c) the Easement Agreement shall survive any foreclosure of, or forfeiture under, the Mortgages.

3. **Post-Termination Relationship.** If the interest of Owner in the Property shall be transferred by reason of any foreclosure, trustee's sale or other proceeding for enforcement of the Mortgages or by deed in lieu thereof, Mortgagee shall promptly notify Company and Mortgagee shall recognize Company's right to occupy and operate the Property under the Easement Agreement for the balance of the term thereof, and any extensions or renewals thereof; provided that Company is not in default beyond any applicable cure period. Company does hereby agree to attorn to Mortgagee, said attornment to be effective and self-operative without the execution of any further instruments upon Mortgagee succeeding to the interest of the Owner and notification of any such transfer to Company; provided, however, that Mortgagee shall not be obligated to fulfill any of Owner's obligations under any provision of the Easement Agreement, which obligations shall be the responsibility of Company for so long as Mortgagee is in possession, control, or ownership of the Property. Company shall have no right to sue in or otherwise use Mortgagee's name for any purpose without Mortgagee's prior written consent. No provision contained in the Easement Agreement shall operate to restrict or prevent Mortgagee or Mortgagee's successor in interest from selling, leasing, or otherwise disposing of the Property, including without limitation complying with any applicable federal and/or state right of first refusal laws, for any lawful purpose, including without limitation agricultural purposes. Neither Mortgagee nor Mortgagee's successor in interest shall be subject to any restriction on use or improvement of the Property contained in the Easement Agreement (provided, however, that such use or improvement must not result in a material adverse effect on Company's use and occupancy of the Property and such use or improvement must be consistent with and subject to the terms of this Agreement). Company agrees to indemnify and hold Mortgagee harmless from any and all claims, actions, demands, causes of action or any governmental or regulatory proceeding arising out of or in any way related to Company's use or occupancy of the Property. Mortgagee and Company

shall execute any additional documentation evidencing such attornment as reasonably requested by the other party, provided that the terms of such documentation are acceptable to both parties. Nothing herein shall be construed as a waiver of any contractual claim that Company may have against Owner, or as a release of Owner from liability to Company, on account of the non-performance of any obligation of Owner under the Easement Agreement.

4. **Recitals Adopted and Incorporated.** The Parties hereby adopt and incorporate into this Agreement fully, the Recitals set forth above.

5. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and the respective heirs, administrators, executors, legal representatives, successors and assigns of the Parties.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

8. **Entire Agreement Between the Parties.** This Agreement shall be the whole, entire and only agreement between the Parties with regard to the attornment of the Mortgage and nondisturbance of the Easement Agreement. This Agreement shall be further amended, supplemented or revised only in writing, signed by the Parties.

IN WITNESS WHEREOF, Mortgagee and Company have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Mortgagee:

COMPEER FINANCIAL, FLCA,
a federally chartered corporation

By: Becky Opitz
Printed Name: Becky Opitz
Title: Sr. Closing Coordinator

Company:

By: _____
Printed Name: Red Barn Energy, LLC, a Minnesota limited liability company
Title: _____

shall execute any additional documentation evidencing such attornment as reasonably requested by the other party, provided that the terms of such documentation are acceptable to both parties. Nothing herein shall be construed as a waiver of any contractual claim that Company may have against Owner, or as a release of Owner from liability to Company, on account of the non-performance of any obligation of Owner under the Easement Agreement.

4. **Recitals Adopted and Incorporated.** The Parties hereby adopt and incorporate into this Agreement fully, the Recitals set forth above.

5. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and the respective heirs, administrators, executors, legal representatives, successors and assigns of the Parties.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

8. **Entire Agreement Between the Parties.** This Agreement shall be the whole, entire and only agreement between the Parties with regard to the attornment of the Mortgage and nondisturbance of the Easement Agreement. This Agreement shall be further amended, supplemented or revised only in writing, signed by the Parties.

IN WITNESS WHEREOF, Mortgagee and Company have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Mortgagee:

COMPEER FINANCIAL, FLCA,
a federally chartered corporation

By: *Becky Opitz*
Printed Name: Becky Opitz
Title: Sr. Closing Coordinator

Company:

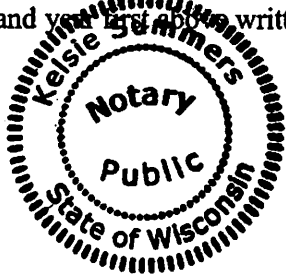
By: *M. J. [Signature]*
Printed Name: Red Barn Energy, LLC, a Minnesota limited liability company
Title: General Manager

ACKNOWLEDGEMENTS

STATE OF Wisconsin)
COUNTY OF Dane) ss.

On 12-30-2020, before me personally appeared Recky Ortiz, to me known to be the Sr. Closing Coordinator of COMPEER FINANCIAL, FLCA, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

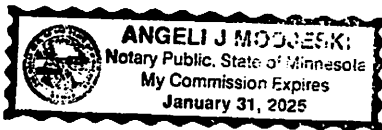


Signature: Kelsie Summers
Name (Print): Kelsie Summers
NOTARY PUBLIC

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On January 6 2021, before me personally appeared M. Lee Collier, to me known to be the AGENT of Red Barn Energy, LLC, a Minnesota limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: [Handwritten Signature]
Name (Print): ANGELI J. MOOSESKI
NOTARY PUBLIC

EXHIBIT A
Legal description of the Property

Property under Mortgage affected by this Nondisturbance and Attornment Agreement:

Parcel 1:

The Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter all in Section 33, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

Parcel 2:

The North Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter all in Section 33, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.

Parcel 2:

The North Half of the Southwest Quarter of Section 27, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin, EXCEPT that part described in Volume 814, Page 507, as Document No. 604238, more particularly described as follows: Commencing at the East Quarter corner of Section 28; said point being the point of beginning; thence South 07 degrees 24 minutes 02 seconds East 61.29 feet; thence North 88 degrees 58 minutes 01 seconds West 206.78 feet; thence South 44 degrees 22 minutes 06 seconds West 330.30 feet; thence South 76 degrees 08 minutes 51 seconds West 292.49 feet; thence South 18 degrees 55 minutes 13 seconds East 752.93 feet; thence South 15 degrees 52 minutes 33 seconds East 333.34 feet; thence South 83 degrees 47 minutes 51 seconds West 135.93 feet; thence South 83 degrees 56 minutes 42 seconds West 117.43 feet; thence South 01 degrees 15 minutes 27 seconds West 244.64 feet; thence South 04 degrees 46 minutes 14 seconds West 371.32 feet; thence South 88 degrees 28 minutes 38 seconds West 646.95 feet to a point on an existing fenceline; thence North 00 degrees 37 minutes 29 seconds West 1011.99 feet to a point on said fenceline; thence North 00 degrees 30 minutes 16 seconds West 645.39 feet to a point on said fenceline; thence North 53 degrees, 14 minutes 20 seconds East 669.47 feet; thence North 30 degrees 38 minutes 48 seconds West 296.92 feet; thence North 27 degrees 50 minutes 20 seconds East 223.12 feet; thence North 56 degrees 03 minutes 43 seconds East 202.16 feet; thence North 56 degrees 39 minutes 29 seconds East 281.58 feet; thence North 04 degrees 47 minutes 08 seconds West 409.82 feet; thence South 67 degrees 01 minutes 10 seconds East 247.39 feet; thence North 82 degrees 29 minutes 34 seconds East 103.66 feet; thence North 46 degrees 20 minutes 51 seconds East 167.70 feet; thence South 00 degrees 59 minutes 51 seconds East 1164.66 feet to the point of beginning.

Parcel 3:

The Southeast Quarter of the Southeast Quarter of Section 28, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin, EXCEPT that part described in Volume 814, Page 507, as Document No. 604238, more particularly described as follows: Commencing at the East Quarter corner of Section 28; said point being the point of beginning; thence South 07 degrees 24 minutes 02 seconds East 61.29 feet; thence North 88 degrees 58 minutes 01 seconds West 206.78 feet; thence South 44 degrees 22 minutes 06 seconds West 330.30 feet; thence South 76 degrees 08 minutes 51 seconds West 292.49 feet; thence South 18 degrees 55 minutes 13 seconds East 752.93 feet; thence South 15 degrees 52 minutes 33 seconds East 333.34 feet; thence South 83 degrees 47 minutes 51 seconds West 135.93 feet; thence South 83 degrees 56 minutes 42 seconds West 117.43 feet; thence South 01 degrees 15 minutes 27 seconds West 244.64 feet; thence South 04 degrees 46 minutes 14 seconds West 371.32 feet; thence South 88 degrees 28 minutes 38 seconds West 646.95 feet to a point on an existing fenceline; thence North 00 degrees 37 minutes 29 seconds West 1011.99 feet to a point on said

fenceline; thence North 00 degrees 30 minutes 16 seconds West 645.39 feet to a point on said fenceline; thence North 53 degrees, 14 minutes 20 seconds East 669.47 feet; thence North 30 degrees 38 minutes 48 seconds West 296.92 feet; thence North 27 degrees 50 minutes 20 seconds East 223.12 feet; thence North 56 degrees 03 minutes 43 seconds East 202.16 feet; thence North 56 degrees 39 minutes 29 seconds East 281.58 feet; thence North 04 degrees 47 minutes 08 seconds West 409.82 feet; thence South 67 degrees 01 minutes 10 seconds East 247.39 feet; thence North 82 degrees 29 minutes 34 seconds East 103.66 feet; thence North 46 degrees 20 minutes 51 seconds East 167.70 feet; thence South 00 degrees 59 minutes 51 seconds East 1164.66 feet to the point of beginning.

Parcel 4:

The Northeast Quarter of the Northeast Quarter of Section 33, Township 6 North, Range 1 West of the 4th P.M., Grant County, Wisconsin.