

OPTION FOR EASEMENT

This Option for Easement (the "Agreement") is made by and between Valentine Fleck and Doris M. Fleck, husband and wife, as Joint Tenants and not as tenants in common ("Grantor"), and North Plains Connector LLC, a Delaware limited liability company ("North Plains"), its successors and assigns, and is dated as of the last date signed below (the "Effective Date").

North Plains desires to obtain from Grantor, and Grantor desires to grant to North Plains, an option to acquire an irrevocable easement for electric transmission purposes in, through, over, under, and across certain real property located in Morton County, State of North Dakota, that is owned by Grantor, and is further described in Exhibit A and is depicted in Exhibit B (the "Property"). If the option is exercised by North Plains as outlined below, the easement shall be in substantially the same form as attached hereto as Exhibit C (the "Easement").

Accordingly, Grantor and North Plains agree as follows:

1. Grant of Option. Subject to the terms and conditions described in this Agreement, Grantor hereby grants to North Plains an option (the "Option") to acquire an irrevocable easement for the construction, installation, operation, maintenance, repair, inspection, relocation, and removal (from time to time) of a proposed electric transmission line, as well as the construction, installation, operation, maintenance, repair, inspection, relocation, and removal (from time to time) of any towers, structures, poles, crossarms, cables, wires, guys, supports, counterpoises, fixtures, devices, and any related equipment or facilities (collectively, the "Facilities") that may be used or determined by North Plains to be useful in the operation and maintenance of the Facilities in, through, over, under, and across the Property. Grantor shall not convey any option, lease, easement or other interest in the Property that would unreasonably interfere with the rights of North Plains granted hereunder.

2. Payment for Option. North Plains shall pay the sum of ELEVEN THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS AND 35/100 (\$11,697.35) to Grantor (the "Option Consideration") upon receipt of a W-9 form and any other documentation that North Plains may reasonably require to process the payment of the Option Consideration to Grantor and to report the payment to applicable taxing authorities. Payment of the Option Consideration to Grantor is non-refundable. Grantor understands and agrees that it is not permitted to assign any payments due to Grantor under the Agreement to a third party without the prior written consent of North Plains, which consent may be granted, denied or conditioned by North Plains in its sole and absolute discretion.

3. Option Period. This Agreement shall be valid for three (3) years, commencing on the Effective Date (the "Option Period").

4. Option Period Extension; Waiver of Claims. North Plains may extend the Option Period for one (1) additional period of three-years ("Option Period Extension"). To extend the Option Period, North Plains shall, prior to the expiration of the Option Period or the expiration of the first Option Period Extension, as the case may be, (a) deliver written notice to Grantor, and (b) deliver payment to Grantor for the Option Period Extension. Consideration for the Option Period Extension, if any, shall be one hundred ten and 00/100 percent (110%) of the Option Consideration (the "Option Extension Payment"). Payment of the Option Extension Payment is non-refundable.

5. Option Exercise and Notice. If North Plains chooses, in its sole discretion, to exercise its Option and obtain the Easement from Grantor, it must send to Grantor a written notice in accordance with Section 19. The written notice (the "Option Exercise Notice") may be delivered at any time prior to the end of the Option Period or, if North Plains extends the Option Period pursuant to Section 4, prior to the end of the applicable Option Period Extension. After North Plains delivers its Option Exercise Notice, the rights and obligations of Grantor and North Plains under this Agreement shall be automatically extended through North Plains' payment of the Easement Payment, as described in Section 7.

6. Easement Areas. Grantor understands and agrees that the easement areas and structure locations, if any, depicted on Exhibit B are subject to change (within the Property) based on North Plains' needs when it exercises its Option. North Plains agrees to take reasonable steps to limit the scope of such changes to easement area and structure locations, if any, as are practicable under the circumstances. The easement areas will be correctly and adequately described in the final Easement that is executed and acknowledged by Grantor.

7. Payment for Easement. Within ten (10) days following the date when North Plains, after exercising its Option, has received the properly signed Easement from Grantor, along with any other documents that are reasonably requested by North Plains, including, but not limited to, the documents described in Section 2, North Plains shall deliver payment to Grantor for the Easement (the "Easement Payment"). The amount of the Easement Payment will be as set forth in the Easement Payment Calculation Sheet attached hereto as Exhibit D. Grantor agrees that it has been informed of its option of receiving a single sum payment for the Easement Payment or receiving annual installment payments as set forth in applicable state law.

8. Bonus Payment(s) for Transmission Line Structure(s). In addition to, and separate and apart from the Easement Payment, in the event North Plains constructs one or more transmission line towers or structures or poles (for the remainder of this paragraph, "transmission line tower structures") within the Easement on the Property, then Grantor shall have the option of receiving from North Plains a bonus payment(s) in the amount and manner as set forth on Exhibit D (the "Bonus Structure Payment(s)"). Grantor understands that the final amount of the Bonus Structure Payment(s) will depend upon the number and type of transmission line tower structures actually constructed within the Easement on the Property, which are in North Plains' discretion, and that Exhibit D is subject to change therefor. If Grantor chooses to receive its Bonus Structure Payment(s) on an annual basis, such payments shall be made each year by the anniversary date of the execution of the Easement, with a three percent (3%) increase each year, and continue until the transmission line tower structure(s) are removed from the Property.

For purposes of determining eligibility for and/or amount of any Bonus Structure Payment(s) under this Section, all transmission line tower structures that are, at ground level, finally located wholly or partially within the Easement on the Property, shall be counted toward the Bonus Structure Payment(s). For purposes of this Section, a transmission line tower structure will be considered to be removed from the Property, and no further Bonus Annual Structure Payment(s) shall be made for a transmission line tower structure, if any such portions of the transmission line tower structures that have been constructed at- or above-grade have been taken down and removed from the Property, notwithstanding the continuing presence of portions of transmission line tower structure(s) below-grade.

9. Right of Entry. During the Option Period, North Plains and its affiliates, agents, contractors, appraisers, sub-contractors, assignees, and/or proposed assignees, licensees, and invitees shall have the right and are hereby granted an irrevocable license to enter the Property for the purpose of doing all activities that North Plains wants or needs to do in order to study, survey, inspect, investigate, test, and plan for North Plains' proposed use of the Property. The activities that may be conducted by North Plains include, but are not limited to, civil, environmental, biological, cultural resource, and geotechnical and soil borings. North Plains shall pay for any or all activities that North Plains elects to undertake, and North Plains will indemnify, defend, and hold Grantor harmless from all claims and damages asserted against Grantor that arise out of any such entry by North Plains onto the Property unless the claims or damages are caused by the gross negligence or intentional misconduct of Grantor, and except that North Plains shall not have any obligation with respect to any Hazardous Materials located in, on, under or about the Property prior to its entry onto the Property or thereafter to the extent not stored, released or disposed of by North Plains. North Plains will fill any test holes drilled by North Plains on the Property and will restore the Property to substantially the same condition as the Property was in at the time North Plains entered the Property pursuant to this Agreement. North Plains agrees to pay Grantor a settlement, in an amount to be determined by mutual agreement of the parties at the time of settlement, for any unrestored, direct damages to the Property, including any crops that were growing thereon prior to North Plains' activities.

10. Approvals. After the Effective Date, North Plains may at any time before or after it delivers the Option Exercise Notice, prepare and file any applications and take other actions necessary to obtain any permits or approvals that North Plains deems necessary and appropriate, in its sole discretion, to construct and operate the Facilities including, but not limited to, obtaining any special or conditional use permits, zoning amendments, variances, and/or any other approvals pursuant to any applicable local, state, or federal statutes, ordinances, or regulations (all of the foregoing, collectively the "Approvals"). North Plains shall pay for any and all of its applications and Approvals. Grantor shall reasonably cooperate, at no material cost to Grantor, with North Plains to secure the Approvals, which may include Grantor's execution of applications and/or other documentation. Grantor agrees that it will not take any action, or fail to take any action, that may adversely affect North Plains' ability to secure the Approvals. Grantor hereby waives any applicable setback or other requirements respecting the location of the Facilities placed on or near the Property, which are reasonably necessary, in North Plains' sole and absolute discretion, to carry out the purposes of this Agreement, the Easement, and the construction and operation of the Facilities.

11. Memorandum of Agreement; Agreement Runs with the Property. Grantor agrees that it will execute, acknowledge, and deliver a Memorandum of Option for Easement in the form that is attached hereto as Exhibit E, when it signs and delivers this Agreement. Grantor further understands that North Plains may, at its expense and in its discretion, record the Memorandum of Option for Easement in the official real property public records of «County» County, North Dakota. The provisions of this Agreement and the Option herein created shall run with the land and be binding on the Property, as the servient tenement hereunder, for the benefit of North Plains, as the beneficiary of the Option herein created, and its successors and assigns.

12. Grantor's Representations, Covenants, and Warranties. Grantor represents, covenants with and warrants to North Plains, its successors and assigns, that Grantor is the sole

owner of the above-described Property and that it has the requisite power and authority to enter into this Agreement, the Easement, and other documents that are or may be required to be signed and delivered by Grantor to North Plains in connection with the Agreement and the Easement.

Further, and without limiting the representations and warranties made by Grantor above, Grantor further represents, covenants with, and warrants to North Plains, the following:

12.1. Delivery of Easement. Upon receipt of an Option Exercise Notice prior to the end of the Option Period or any Option Period Extension, Grantor covenants to deliver the Easement to North Plains, and further agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement delivery of the Easement.

12.2. Authority. Grantor is not a party to, nor is Grantor or the Property subject to, any agreement, judgment, order, or decree of any court or judicial arbiter, that would conflict with or invalidate the Grantor's execution, delivery, and performance of this Agreement, the Easement, and any other documents that are or may be required to be signed and delivered by Grantor. The individual(s) signing this Agreement on behalf of Grantor is/are authorized to execute this Agreement and the Easement, and this Agreement is a valid, binding and enforceable obligation of Grantor. If Grantor is a business entity, it has been duly formed and is in good standing under the laws of the State of «StateOfForEntity», and it has the requisite power and authority to enter into and perform under this Agreement, the Easement, and the documents and instruments required to be signed and delivered by Grantor pursuant to the terms of this Agreement.

12.3. Violations of Law. Except as otherwise disclosed in a separate written document delivered to North Plains prior to Grantor's delivery of this Agreement to North Plains, Grantor has not received any written notice of any violations of law, statutes, rules, governmental ordinances, orders or requirements noted or issued by any governmental authority having jurisdiction over or affecting the Property, and Grantor does not have any knowledge of any violation of the kinds described above.

12.4. Pending Litigation. There are no proceedings, actions, suits or claims pending in any court or administrative or governmental body against or affecting the Property or any part thereof, and Grantor has not received any notice that any investigation, action, suit, proceeding or claim is threatened.

12.5. Eminent Domain. Grantor has no knowledge of any pending or threatened eminent domain proceeding affecting the Property or any part of the Property or access to the Property.

12.6. Hazardous Materials; Storage Tanks. Except as Grantor has or will otherwise disclose to North Plains in writing, (a) Grantor has not stored, released, or disposed of any Hazardous Materials in, on, or from the Property, and Grantor has not permitted any other party to store, release or dispose of any Hazardous Materials in, on or from the Property, and (b) Grantor has no knowledge of any storage, release or disposal of any Hazardous Materials, or the existence of any Hazardous Materials in, on or from the Property. There are no above-ground storage tanks located on the Property. To Grantor's

knowledge, there are no underground storage tanks within the Property. The term "Hazardous Materials" means: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by, any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, but not limited to, the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601, as amended.

12.7. Other Agreements. To Grantor's knowledge, the Property is not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Property, or create any prior claim or right that would preclude or interfere with North Plains' rights and interests under this Agreement.

The representations and warranties and any additional separate written document set forth in this Agreement shall be true and correct on the date that the Option Consideration is paid to Grantor in accordance with Section 2 and on the date of the delivery of the Easement. Grantor understands and agrees North Plains is relying upon and will rely upon the representations and warranties listed above, notwithstanding any knowledge, determination, investigation or inquiry (or failure to investigate or inquire) of North Plains or any of its agents.

13. Marketable Title. North Plains will conduct limited title searches showing that Grantor has an ownership interest in the Property. If Grantor does not have an ownership interest in the Property or North Plains deems title to the property is unmarketable, and Grantor is not able to make title to the Property marketable within thirty (30) days from the date of North Plains' written objections to the status of title, then this Agreement, at North Plains' sole discretion, may be terminated by written notice thereof from North Plains to Grantor.

14. Assignment by North Plains. This Agreement may be assigned, in whole or in part, by North Plains to any person or entity, and North Plains shall be released from its obligations hereunder to the extent the assignee assumes such obligations. North Plains may, at any time and from time to time, grant to any person or entity (such person or entity, together with that person's or entity's successors and assigns and any trustee or agent acting on behalf of any of the foregoing, the "Lender") one or more liens, security interests or collateral assignments in all or any part of its interests under this Agreement (the "Lender's Security Interest"). The Lender thereunder shall, for so long as its Lender's Security Interest remains in effect, be entitled to the protections described in the following provisions of Section 15 immediately after North Plains delivers notice of the Lender's name and address to Grantor.

15. North Plains' Lender.

15.1. Limitation on Amendments and Termination. So long as the Lender's Security Interest remains in effect, this Agreement shall not be materially amended or otherwise modified, and Grantor shall not terminate or release, or accept a termination or release of, this Agreement prior to the expiration of the Option Period (or, if applicable, any Option Period Extension), without the prior written consent of the Lender.

15.2. Notice of Default; Opportunity to Cure.

(a) Grantor shall give written notice of any such default to the Lender concurrently with delivery of such written notice to North Plains, specifying in detail such default and the required remedy.

(b) The Lender shall have the same period (if any) for curing such default as is given to North Plains hereunder; provided that the Lender's cure period shall not commence until delivery of notice to Lender as provided in Section 15.2(a) and the Lender's cure period shall be extended for the time reasonably required to complete such cure, including, if applicable, the time required for the Lender to obtain possession of the Easement property (including possession by a receiver) or by instituting foreclosure proceedings.

15.3. New Agreement with Lender. In the event of this Agreement being rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Grantor shall, upon written request of the Lender enter into a new easement option agreement with the Lender, or its designee, within ninety (90) days after the receipt of such request, and such new option for easement (a) shall be effective as of the date of termination, foreclosure, or rejection and shall continue for a term equal to the remainder of the Option Period, (b) shall contain the same terms and conditions as this Agreement and (c) shall enjoy the same priority as this Agreement over any lien, encumbrance or other lien or interest granted or created by Grantor.

15.4. Estoppel Certificates. Grantor agrees to execute an estoppel certificate (certifying any matters that North Plains may reasonably request, including Grantor's confirmation that no default exists hereunder) and/or such similar document as North Plains may reasonably request from time to time. In each case, Grantor agrees to sign and deliver any such requested document to North Plains within fifteen (15) days of a written request from North Plains. Grantor shall not be required to incur any out-of-pocket expenses in connection therewith.

16. Subordination. Grantor hereby consents to North Plains contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and/or non-disturbance agreement in recordable form for the benefit of Grantor. Upon the request of North Plains, Grantor agrees to fully cooperate with North Plains in order to secure a subordination and/or non-disturbance agreement from each lender, mortgagee or other pre-existing holder of a lien or interest in the Property. Grantor shall not be required to incur any out-of-pocket expenses in connection therewith.

17. Taxes. North Plains shall be liable for any increase in real property taxes, assessments, or other governmental charges that directly results from North Plains' construction of the Facilities on the Property.

18. Default; Termination. North Plains, at its option, shall have the right to terminate this Agreement at any time following delivery of a written notice of termination to Grantor. Any such notice of termination may affect the entire Property or only a portion thereof at North Plains' option in its sole and absolute discretion. If Grantor defaults in any of its obligations under this Agreement, North Plains may deliver to Grantor a written notice describing the default and, if

Grantor fails to cure the default within ten (10) days after the date of such notice, then North Plains may either, in its sole discretion, (i) elect to cancel and terminate this Agreement, in which case the Option Consideration and all things of value received hereunder shall be returned to North Plains, or (ii) elect to treat this Agreement as being in full force and effect in which event North Plains shall have the right to specific performance or damages or both. If North Plains breaches this Agreement, Grantor may only recover damages directly and proximately resulting from such breach of this Agreement.

19. Notices. Any notice, request, or other communication required or provided to be given under this Agreement shall be made in writing and shall be deemed given (a) when delivered personally; (b) three (3) business days after mailing by certified or registered mail, return receipt requested, postage prepaid, or (c) the business day following deposit with a nationally recognized overnight delivery service. Any notice, request or other communication should be addressed as follows:

If to Grantor:

Valentine Fleck
3115 59th Street
Flasher, ND 58535
Email: NA

If to North Plains:

North Plains Connector LLC
1717 West Loop South, Suite 1800
Houston, TX 77027
Email: kristen.golden@gridunited.com
Attention: Kristen Golden

Copy to:

Grid United LLC
1717 West Loop South, Suite 1800
Houston, TX 77027
Email: stephen.douglas@gridunited.com
Attention: Stephen H. Douglas

or to either at another address as such party shall designate with ten (10) days' prior written notice provided that no party may require that notice to be sent to more than two (2) addresses. Any notice delivered in a manner other than as described above shall be effective only upon actual receipt by the addressee.

20. Indemnification, Defense, and Hold Harmless. Grantee will indemnify, defend, and hold Grantor harmless from all claims and damages for personal injury or property damages asserted against Grantor that directly arise out of Grantee's exercise of its rights hereunder, except

to the extent the claims or damages are caused in whole or in part by the gross negligence or intentional misconduct of Grantor or Grantor's agents, tenants, invitees, or the like, and further except any claim arising out of, under or relating to the discovery or presence of adverse environmental conditions or Hazardous Materials on the Property not caused by Grantee.

21. Consequential Damages. IN NO EVENT SHALL EITHER GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR AND GRANTOR AND GRANTEE EACH EXPRESSLY RELEASES THE OTHER FROM CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, LOSS OF PROFIT) WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, OR ANY OTHER LEGAL THEORY.

22. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto and may only be modified in writing. If any term or provision of this Agreement, or any application of any term or provision of this Agreement, is found to be invalid and unenforceable, the remainder of this Agreement and any other application of such term or provision shall remain in effect and be unaffected, and the parties agree to jointly take such corrective actions as may be necessary to remedy such invalidity or unenforceability, including executing and delivering documents to amend and/or reform this Agreement, so that the purpose of this Agreement will be effectuated to the maximum extent possible. This Agreement shall be construed under and governed by the laws of the State of North Dakota. Venue shall be in the United States District Court for the District of North Dakota; provided that, if venue is not available in said federal district court, then venue shall be proper in a North Dakota state court located in the county where the Property is located. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Grantor and North Plains, and this Agreement may be signed and executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

23. Waiver of Right to Trial by Jury. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, Grantor and North Plains have caused this Agreement to be signed and delivered as of the date last signed below.

[SIGNATURE PAGE(S) FOLLOW]

EASEMENT

1. Valentine Fleck and Doris M. Fleck, husband and wife, as Joint Tenants and not as tenants in common, ("Grantor") in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto North Plains Connector LLC, a Delaware limited liability company, its successors and assigns ("Grantee"), an irrevocable easement (the "Easement") to construct, reconstruct, relocate, modify, operate, patrol, inspect, repair, upgrade, maintain, and/or remove, in whole or in part, electric transmission and/or distribution lines, consisting of one or more circuits, communication lines, poles, towers, structures, wires, anchors, cables, guys, supports, fiber (optical ground wire fiber) and all other communication cables, communication equipment and other facilities and appurtenances related to the transmission and/or distribution of electrical energy and/or the transmission and distribution of communications data and information of any type whatsoever (collectively, the "Facilities") in, through, over, under, and across certain real property located in Morton County, State of North Dakota, that is owned by Grantor (the "Grantor's Property"), and is further described in Exhibit A. The Easement shall be limited to that certain part of Grantor's Property described and/or depicted as an "Easement Area" on the attached Exhibit B.

2. Grantor also grants to Grantee an easement to enter upon Grantor's Property to perform any and all activities that Grantee, in its sole and absolute discretion, determines to be necessary or desirable in order to study, survey, inspect, investigate, test, and plan for Grantee's proposed use(s) of the Easement Area, including, but not limited to, civil, environmental, biological, cultural resource, and geotechnical and soil borings, and any other tests and studies that Grantee may elect to perform that are consistent with the purposes of this Easement, and an easement for reasonable access over and across Grantor's Property to and from the Easement Area. Grantee shall pay for any or all activities that it elects to undertake, and Grantee shall have the right to occupy and use an area of Grantor's Property that lies adjacent to the Easement Area during the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities for all purposes reasonably related to such activities. Should Grantee remove the Facilities for any purpose, at a minimum all concrete foundations will be removed no less than 6 feet below the natural surface, if practicable. Such

portions of the foundations that are not removed shall become the property of Grantor upon the expiration of this Easement.

3. Subject to Grantee's rights and Grantor's obligations herein, Grantor reserves the right to cultivate, use, and occupy the surface of any portions of the Easement Area not occupied by the Facilities in a manner that is not inconsistent with Grantee's rights as described in this Easement. Grantor shall not perform any act, or cause or permit acts to be done by others, that will or might interfere with or endanger the Facilities or Grantee's ability to exercise the rights granted to it by this Easement. Without limiting the Grantor's obligations, Grantor agrees that it shall not erect or place on or within the Easement Area any structure, building, trees or other objects or improvements, whether permanent or temporary, or cause or permit anyone else to do the same, without prior written approval from Grantee. Grantor also agrees that it will not materially alter the existing ground elevations in a way that could interfere with the Facilities or Grantee's rights under this Easement, or that would result in ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other applicable laws or regulations or other codes or policies. Grantor understands and agrees that it must submit any and all plans for improvements or other installations within the Easement Area to Grantee for review and shall not begin any such improvements or installations without the prior written approval of Grantee. Grantee may approve or deny such improvements or other installations, with or without conditions, within the reasonable exercise of its discretion. Notwithstanding the foregoing requirement of Grantee's approval, after completion of construction of the Facilities within the Easement Area, Grantor may install and maintain typical and standard fencing within the Easement Area that will not interfere with the safe operation of the Facilities; provided, however, that Grantor shall provide access to Grantee through any locked gates so that Grantee may at all times have complete access to the Easement Area.

4. Grantor covenants that it is the sole owner of Grantor's Property and it has the right and authority to convey the easements granted in this Easement. Without limiting the foregoing, Grantor further represents, covenants with, and warrants to Grantee, the following:

- a. Grantor's execution, delivery, and performance of this Easement, and any other documents and instruments required to be signed and delivered to Grantee, does not and will not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which Grantor is a party, or any agreement to which Grantor and/or any of the Grantor's Property is bound. The individual(s) signing this Easement on behalf of Grantor is/are duly authorized to execute this Easement, and this Easement is a valid, binding and enforceable obligation of Grantor. If Grantor is a business entity, it has been duly formed and is in good standing under the laws of the State of «StateOfforEntity», and it has the requisite power and authority to enter into and perform this Easement and any documents and instruments required to be executed and delivered by Grantor pursuant hereto.
- b. Except as otherwise disclosed in a separate written document delivered to Grantee prior to Grantor's delivery of this Easement to Grantee, Grantor has not received any written notice of any violations of law, statutes, rules, governmental ordinances, orders or requirements noted or issued by any

governmental authority having jurisdiction over or affecting the Grantor's Property, and Grantor does not have any knowledge of any violation of the kinds described above.

- c. There are no proceedings, actions, suits or claims pending in any court or administrative or governmental body against or affecting the Grantor's Property or any part thereof, and Grantor has not received any notice that any investigation, action, suit, proceeding or claim is threatened.
- d. Grantor has no knowledge of any pending or threatened eminent domain proceeding affecting the Grantor's Property or any part of the Grantor's Property or access to the Grantor's Property.
- e. Except as Grantor has or will otherwise disclose to Grantee in writing, (a) Grantor has not stored, released, disposed of, any Hazardous Materials in, on, or from the Grantor's Property, and Grantor has not permitted any other party to store, release or dispose of any Hazardous Materials in, on or from the Grantor's Property, and (b) Grantor has no knowledge of any storage, release or disposal of any Hazardous Materials, or the existence of any Hazardous Materials in, on or from the Grantor's Property. There are no above-ground storage tanks located on the Grantor's Property. To Grantor's knowledge, there are no underground storage tanks within the Grantor's Property. The term "Hazardous Materials" means: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by, any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, but not limited to, the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601, as amended.
- f. Grantor covenants and agrees that neither it nor its agents, lessees, invitees, guests, licensees, successors, or assigns will: (i) interfere with, impair, or prohibit the free and complete use and enjoyment by Grantee of its easement rights as granted by this Easement, including, without limitation, installing or permitting to remain on, under, or over the Easement Area any temporary or permanent wells, buildings, or structures (including, without limitation, mobile homes or travel trailers) or erecting, placing, or permitting to remain on, under, or over the Easement Area any other objects (including, without limitation, trees, shrubs and fences) that may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement; or (ii) take any action that will interfere with or impair access to

the Easement Area by Grantee and its agents for the purposes specified herein.

5. Grantee shall be liable for any increase in real property taxes, assessments, or other governmental charges that directly results from Grantee's construction of the Facilities on Grantor's Property.

6. The Facilities installed and placed by or on behalf of Grantee on Grantor's Property shall remain the property of Grantee. Grantor acknowledges that the agreed upon payment by Grantee to Grantor represents payment in full for Grantee's exercise and/or future exercise of Grantee's rights under this Easement, and that Grantor shall have no further right to compensation except as to payment for actual damages as expressly provided for below.

7. Grantee shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings or other objects or improvements, and any trees, shrubbery, brush or other vegetation, that, in Grantee's sole opinion, could at any time interfere with, impair or otherwise endanger the structural or electrical integrity of the Facilities, or otherwise interfere with Grantee's rights hereunder. Grantee shall also have the right to trim, remove, or otherwise control any trees, shrubbery, brush or other vegetation located adjacent to the Easement Area that may, in Grantee's opinion, at any time interfere with, impair or otherwise endanger the Facilities or Grantee's rights hereunder. Grantor shall not convey any option, lease, easement or other interest in Grantor's Property that would unreasonably interfere with the rights of Grantee granted hereunder.

8. This Easement may be assigned, in whole or in part, by Grantee to any person or entity, and Grantee shall be released from its obligations hereunder to the extent the assignee assumes such obligations. Grantee may, at any time and from time to time, grant to any person or entity (such person or entity, together with that person's or entity's successors and assigns and any trustee or agent acting on behalf of any of the foregoing, the "Lender") one or more liens, security interests or collateral assignments in all or any part of its interests under this Easement (the "Lender's Security Interest"). The Lender thereunder shall, for so long as its Lender's Security Interest remains in effect, be entitled to the protections described herein immediately after Grantee delivers notice of the Lender's name and address to Grantor.

9. So long as the Lender's Security Interest remains in effect, Grantor shall give written notice of any such default to the Lender concurrently with delivery of such written notice to Grantee, specifying in detail such default and the required remedy. The Lender shall have the same period (if any) for curing such default as is given to Grantee hereunder; provided that the Lender's cure period shall not commence until delivery of notice to Lender as provided herein and the Lender's cure period shall be extended for the time reasonably required to complete such cure, including, if applicable, the time required for the Lender to obtain possession of the Easement Area (including possession by a receiver) or by instituting foreclosure proceedings.

10. In the event of this Easement being rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Grantor shall, upon written request of the Lender, enter into a new easement agreement with the Lender, or its designee, within ninety (90) days after the receipt of such request, and such new easement (a) shall be effective as of the date of termination,

foreclosure, or rejection, (b) shall contain the same terms and conditions as this Easement and (c) shall enjoy the same priority as this Easement over any lien, encumbrance or other lien or interest granted or created by Grantor.

11. Grantor agrees to execute an estoppel certificate (certifying any matters that Grantee may reasonably request, including Grantor's confirmation that no default exists hereunder) and/or such similar document as Grantee may reasonably request from time to time. In each case, Grantor agrees to sign and deliver any such requested document to Grantee within fifteen (15) days of a written request from Grantee. Grantor shall not be required to incur any out-of-pocket expenses in connection therewith.

12. Grantor hereby consents to Grantee contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and/or non-disturbance agreement in recordable form for the benefit of Grantor. Upon the request of Grantee, Grantor agrees to fully cooperate with Grantee in order to secure a subordination and/or non-disturbance agreement from each lender, mortgagee or other pre-existing holder of a lien or interest in the Property. Grantor shall not be required to incur any out-of-pocket expenses in connection therewith.

13. This Easement incorporates all agreements and stipulations between Grantor and Grantee regarding the subject matter of this Easement, and no prior representations or statements, whether verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted by or reserved within this Easement. Grantee does not offer or agree to extend any favored nations provisions as a part of this Easement. This Easement consists of the document entitled "Easement" and the Exhibits containing a legal description and a plat depicting the Easement Area and, if attached hereto, one or more consents to assignment and/or non-subordination and disturbance agreements. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Grantee, and no Addendum shall be effective and binding upon the parties unless separately executed by an authorized representative of Grantee.

14. Pursuant to N.D.C.C. § 47-05-02.1, the duration of the easements granted herein is 99 years from the date hereof (the "Term"). Notwithstanding the foregoing, if N.D.C.C. § 47-05-02.1 is amended or rescinded prior to the expiration hereof and the effect of such amendment or rescission is to increase the maximum duration of easements, it is the intention of the parties that the Term of the easements be the maximum length permitted by law.

15. Grantee agrees to pay Grantor the consideration set forth herein for this Easement prior to the construction of any Facilities on the Easement Area. Grantor shall not have the right to cancel, rescind or otherwise terminate this Easement, but shall only be entitled to seek damages in the state and federal courts in the State of North Dakota for non-payment by Grantee of any consideration due hereunder. If Grantee breaches this Easement, Grantor may only recover damages directly and proximately resulting from such breach of this Easement.

16. Grantee agrees to use commercially reasonable efforts to provide Grantor with at least two (2) week's prior notice of the date upon which Grantor anticipates commencement of construction on Grantor's Property. Grantee shall have fulfilled its notice obligation by making

an attempt to contact Grantor at the most recent contact information provided by Grantor to Grantee, whether such attempt is successful or not, and failure to provide such notice shall not give rise to any claim by Grantor or otherwise affect the validity or enforcement of the Easement.

17. Grantee shall be responsible for the transportation and disposition of construction spoils from Grantor's Property. Grantee will dispose of the construction spoils in a manner that is compliant with all applicable local, state and federal regulations.

18. Grantee agrees to reimburse Grantor for the actual fee, penalty, and/or loss of income incurred by Grantor directly and solely due to withdrawal of Grantor's Property, or any part thereof, from or violations of any government program, including, but not limited to, the USDA's Conservation Reserve Program, as a result of this Easement. Grantor shall provide Grantee with documentation that is reasonably satisfactory to Grantee to substantiate any claim for such fee, penalty, or loss of income. Grantee has no obligation to pay any claim for a fee, penalty, and/or loss of income to Grantor to the extent the fee, penalty, and/or loss of income is caused by a Grantor's voluntary withdrawal from any such government program.

19. In areas where livestock will be present during active construction, Grantor agrees to erect a fence along the edge of the Easement Area and any active construction areas prior to construction to prevent livestock from crossing onto the Easement Area during construction activities performed by Grantee. Grantor agrees that payment from Grantee for said fence, as well as the post-construction removal thereof (if agreed upon by the Grantor and the Grantee), has been included in the consideration paid by Grantee in connection with the Easement. Grantor shall have no claims resulting from any loss or injuries to livestock except and unless the loss or injuries are caused by the gross negligence or willful misconduct of Grantee in connection with such fencing.

20. Prior to cutting any fences, Grantee will take reasonable steps to prevent unnecessary sag in the remaining portion of such fence(s) to the extent possible. Grantee also agrees that any such fence(s), which have been cut, will be kept closed at all times except when construction, maintenance, repair or other work necessitates an opening therein and in the event of emergency.

21. Upon completion of construction of the Facilities on Grantor's Property, permanent fencing that is destroyed or disturbed by Grantee or its agents during their activities under this Easement shall, at Grantor's exclusive option, be replaced or repaired by Grantee at its sole expense, along the same alignment and approximate location of Grantor's existing fences. Grantor and its designated contractors, employees and invitees agree to keep all gates closed at all times when not in use by Grantee for the purpose of access to and from the Grantor's Property and the Easement Area so that livestock located on the remainder of Grantor's Property cannot stray from the fenced pastures.

22. Grantee shall cause all surplus material (including without limitation excess subsoil material), equipment, skids, trash, litter, and miscellaneous debris brought onto the Easement Area by Grantee or its agents during construction to be removed and properly disposed of from Grantor's Property after completion of construction of the Facilities and restoration of the portions of the Grantor's Property disturbed by Grantee's construction activities.

23. Grantee agrees to repair any damage to the road(s) on Grantor's Property caused directly by Grantee's use of the Easement.

24. Following initial construction of the Facilities, Grantee shall use reasonable efforts to return the surface of the Easement Area that is not encumbered by structures or other improvements to its original condition and appearance. Grantee shall replace vegetation within the Easement Area as agreed to by Grantor by seeding or grasses common or native to the Easement Area or other vegetation as may be required by applicable governmental agency permits or authorizations. Grantee agrees to restore or pay a reasonable sum for actual damages caused directly to Grantor's crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, modification, operation, patrol, inspection, repair, upgrade, maintenance and/or removal of the Facilities, excepting and excluding trees, shrubbery, brush or other vegetation within the Easement Area, and also excepting any improvements or other installations placed within the Easement Area without Grantee's advance written approval. Payment required under this Easement will be made to Grantor as the fee owner of the Easement Area. Grantor shall be responsible for any distribution or allocation to third parties who may hold an interest in such damage payments, and Grantor shall hold Grantee harmless from the same.

25. Grantee will indemnify, defend, and hold Grantor harmless from all claims and damages for personal injury or property damages asserted against Grantor that directly arise out of Grantee's exercise of its rights hereunder, except to the extent the claims or damages are caused in whole or in part by the gross negligence or intentional misconduct of Grantor or Grantor's agents, tenants, invitees, or the like, and further except any claim arising out of, under or relating to the discovery or presence of adverse environmental conditions or Hazardous Materials on the Property not caused by Grantee.

26. Grantor agrees to sign, acknowledge, and deliver with this Easement the Memorandum of Easement in the form that is attached hereto as Exhibit C, which Grantee may, at its expense, record in the official real property public records of «County» County, North Dakota. The provisions of the Easement herein created shall run with the land and be binding on the Grantor's Property, as the servient tenement hereunder, for the benefit of Grantee, as the dominant owner, and its successors and assigns.

27. To the extent provisions included in Exhibit D, incorporated by reference herein, if any, conflict with provisions of this Agreement, provisions of Exhibit D control.

28. IN NO EVENT SHALL EITHER GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR AND GRANTOR AND GRANTEE EACH EXPRESSLY RELEASES THE OTHER FROM CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, LOSS OF PROFIT) WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, OR ANY OTHER LEGAL THEORY.

29. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS EASEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT AND ANY AGREEMENT CONTEMPLATED TO

BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS EASEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS EASEMENT.

30. The easements and covenants contained in this Easement shall run with the land. It is mutually understood and agreed that this Easement covers all the agreements and stipulations between the parties with respect to the subject matter hereof and that the terms herein may only be modified in writing between the parties hereto. This instrument shall be governed by the laws of the State of North Dakota.

[SIGNATURE PAGE(S) FOLLOW]