

## NOTE PURCHASE AGREEMENT

### RED LAKE OSHKIIMAAJITAHDAH SOLAR, LLC

This Note Purchase Agreement (this “Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”), by Red Lake Oshkiimaaajitahdah Solar, LLC, a Minnesota Limited Liability Company (the “Company”) and \_\_\_\_\_, a resident of the state of Minnesota (the “Purchaser”).

**WHEREAS**, the Company has determined to offer (the “Offering”) a minimum of \$150,000 (“Minimum Offering”) up to a maximum of \$250,000 (“Maximum Offering”) in principal amount of Unsecured Promissory Notes (“Notes”), as provided in that certain offering document of the Company dated November 15, 2019, including all the attachments thereto (the “Offering Document”);

**WHEREAS**, the Notes are offered according to the MNvest Securities Registration Exemption, Minn. Stat. §80A.461 (“MNvest”), and that, as a requirement of MNvest, all Notes must be offered and sold via the MNvest portal facilitating the offering (the “Portal”);

**WHEREAS**, the Company has made available the Offering Document available via the Portal to Purchaser, and Purchaser has fully reviewed the Offering Document; and

**WHEREAS**, after such review, and with full understanding of the Offering and the Notes, the Purchaser desires to purchase a Note in the Offering, in the form attached as Exhibit B to the Offering Document;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

#### **1. Sale and Purchase of Note.**

1.1 Purchase and Sale of Note. Purchaser hereby purchases, and the Company hereby sells, a Note to the Purchaser in principal amount as stated on Purchaser’s Note. The purchase price of the Note (“Purchase Price”) is equal to the principal amount of the Note. The Company’s obligation to sell the Note is subject to the closing of the Minimum Offering and the release of the Minimum Offering from Escrow (as defined below).

#### 1.2 Escrow.

- (a) Upon execution of this Agreement and the Note (collectively, the “Note Documents”), the Purchaser shall pay to the Company the Purchase Price through the Portal.
- (b) The Purchase Price and Note Documents, and all purchase money paid and Note Documents signed by all purchasers in the Offering, will be deposited into escrow (“Escrow”) at Sunrise Bank (“Escrow Agent”). At such time as the Company has received executed Note Documents for the Minimum Offering, and cash for the Minimum Offering has been deposited into Escrow, the Escrow shall be considered closed (“Escrow

Closing”). Upon Escrow Closing, the Escrow Agent shall send the executed Note to the Purchaser, send executed notes to the other purchasers in the Minimum Offering as applicable, and release the purchase funds to the Company.

- (c) If the Escrow Closing does not occur by the Expiration Date of the Offering (as defined in the Offering Document), then the Escrow Agent will return all purchase money and Note Documents to the applicable purchaser.
- (d) After the Escrow Closing has occurred, the Company shall have the right to accept additional Note Documents and purchase money directly, without using the Escrow. If at that time the Company accepts Note Documents from the Purchaser, the Company shall countersign the Purchase Documents, send Purchaser the executed Note, and deposit the Purchase Price in its bank account. The Company may continue this process until the Expiration Date.

## **2. Representations of the Company.**

As a material inducement to the Purchaser to enter into this Agreement and purchase the Notes, the Company hereby represents and warrants to the Purchaser as follows:

2.1 The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, as such, has the power and authority and the legal right to own and operate its properties and to conduct the business in which it is currently engaged.

2.2 The Company has the power and authority and the legal right to execute and deliver, and to perform its obligations under, the Note Documents and has taken all necessary company actions to authorize such execution, delivery and performance.

2.3 The Note and the Note Documents are duly and validly authorized and issued, and constitute a legal, valid and binding obligation of the Company enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

## **3. Representations of Purchaser; Limitations on Disposition.**

3.1 Investment Representations. As a material inducement to the Company to enter into the Note Documents and sell the Notes to the Purchaser, the Purchaser hereby represents and warrants to the Company that:

- (a) The Purchaser is acquiring the Note for Purchaser’s own account for purposes of investment, not as a nominee or agent, and not with a view to or in connection with the distribution or resale of all or any part thereof. Purchaser does not have any (i) present intention of selling, transferring granting any participation in, or otherwise distributing the same, or (ii) contract, undertaking, agreement or arrangement with any Person to sell, transfer, grant any participation in or otherwise distribute all or any part of the Notes;

- (b) The Purchaser understands that the Notes will not be registered under the Securities Act or applicable state securities laws, by reason of specific exemptions therefrom, which exemptions depend upon, among other things, Purchaser's representations set forth herein and such Purchaser understands that no public market now exists for the Notes and that the Company has made no assurances that a public market will ever exist for the Notes;
- (c) The Purchaser (i) has sufficient knowledge, sophistication, and experience in financial or business matters that it is capable of evaluating the merits and risks of its investment in the Notes; and (ii) has the ability to bear the economic risks of its investment;
- (d) The Purchaser understands that the Notes are subject to significant restrictions on transfer and resale, and that under applicable securities laws and regulations such Notes may be resold or transferred without registration under the Securities Act or applicable state securities laws only in certain limited circumstances;
- (e) Purchaser has had the opportunity to consult with independent legal counsel and tax advisor regarding the Offering Documents and purchase of the Note, and has either consulted with independent counsel and tax advisor, or has chosen not to consult with independent counsel and tax advisor, and understands the risks involved with that decision.
- (f) The Purchaser has all requisite power and authority to enter into the Note Documents and perform its obligations thereunder. This Agreement constitutes a valid and binding obligation of Purchaser, enforceable against such Purchaser in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;  
If the Purchaser is an individual, the Purchaser resides in the state of Minnesota, or, if the
- (g) Purchaser is a partnership, corporation, limited liability company or other entity, then all of the partners, shareholders, members or other individuals owning equity in that entity reside in the state of Minnesota;
- (h) If the Purchaser purchases a Note with a Purchase Price exceeding ten thousand dollars (\$10,000), the Purchaser is an "accredited investor" as that term is defined in Rule 501 of Regulation D (17 C.F.R. 230.501);
- (i) No statement, printed material or inducement has been given or made to Purchaser by any person associated with the Offering of the Note which is contrary to the information in the Offering Document available on the Portal; In making the decision to purchase the Notes, the Purchaser has only relied on the Offering Document, and has not relied on any other information that may have been provided to Purchaser by any person.
- (j) The Purchaser represents that the Purchaser has had an opportunity to ask questions and receive answers from the Company regarding the Company, its business and the terms and conditions of the offering of the Notes.

### 3.2 Limitations on Disposition.

- (a) Without in any way limiting the representations set forth in Section 3.1 hereof, each Purchaser hereby further agrees not to make any sale, transfer or other disposition of all or any portion of the Notes unless and until: There is then in effect a registration statement under the Securities Act and any
  - (i) applicable state securities laws and regulations covering such proposed sale, transfer or other disposition and such sale, transfer or other disposition is made in accordance with such registration statement; or
  - (ii) (A) The Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (B) if requested by the Company, such Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such sale, transfer or other disposition will not require registration of such shares under the Securities Act or any applicable state securities laws and regulations; or
  - (iii) The Purchaser has submitted to the Company such other evidence, as may be satisfactory to the Company, that such proposed sale, transfer or other disposition will not be in violation of the Securities Act and any applicable state securities laws or regulations.
- (b) The Purchaser understands and agrees that any sale, transfer or other disposition of all or any portion of the Notes in violation of the provisions of this Section 3.2 shall be null and void and prohibited, and that the Company shall not be required to recognize the same on its books and records any such purported sale, transfer or other disposition.

3.3 Legends. It is understood that the Notes may bear the following legends, as applicable in substantially the form below:

- (a) OFFERS AND SALES OF THESE SECURITIES WERE MADE UNDER AN EXEMPTION FROM FEDERAL REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THESE SECURITIES, ANY RESALE OF THESE SECURITIES (OR THE UNDERLYING SECURITIES IN THE CASE OF CONVERTIBLE SECURITIES) SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN MINNESOTA. ANY RESALE OF THESE SECURITIES MUST BE REGISTERED OR EXEMPT PURSUANT TO MINNESOTA STATUTES, CHAPTER 80A.
- (b) Any other legend required by applicable securities laws of states or other jurisdictions.

### **4. Conditions to the Obligations of the Company.**

The obligations of the Company to sell the Notes to the Purchaser at each of the Closings are subject to fulfillment, or the waiver, of each of the following conditions on or before each of the Closings:

4.1 Securities Laws Approvals. The Company shall have received the requisite approvals for the sale by the Company of the Notes pursuant hereto, if any, of the federal and/or state securities authorities of each jurisdiction in which such approval is required to have been obtained prior to each Closing and such approvals shall be in full force and effect on the date of each Closing.

4.2 Payment of Purchase Price. Purchaser shall have delivered to the Company via the Portal the Purchase Price for the Note.

4.3 Receipt of the Minimum Offering Amount. The Company shall have received executed Note Documents and Purchaser payments sufficient to reach the Minimum Offering, and the Escrow Closing shall have occurred.

## **5. General Provisions.**

5.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersede any and all other prior or contemporaneous agreements, written or oral, relating to the subject matter hereof existing between the parties hereto.

5.2 Amendment and Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed by both the Company and the Purchaser. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

5.3 Assignment. This Agreement shall bind and benefit the parties hereto and the respective successors, permitted assigns, heirs, executors and administrators of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.4 Headings. The headings in this Agreement are used for convenience only and are not to be considered in construing or interpreting any provision of this Agreement.

5.5 Governing Law; Jurisdiction; Jury Waiver. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, excluding the choice of law rules thereof. The parties hereby irrevocably consent to the personal jurisdiction of the Federal and State courts located in Minnesota, and waive any defense based upon improper venue, inconvenient venue or lack of personal jurisdiction.

EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH

RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OFFERING DOCUMENT OR THE NOTE DOCUMENTS.

5.6 Notices. Any notice, demand, request or delivery required or permitted to be given by the Company or the Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed given (i) when delivered personally, (ii) on the next business day after timely delivery to a generally recognized receipted overnight courier (such as UPS or Federal Express) and (iii) on the third business day after deposit in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to the party at such party's address as set forth below or as subsequently modified by written notice delivered as provided herein.

If to the Company:

Red Lake Oshkiimaajitahdah Solar, LLC  
2126 Roblyn Avenue  
Saint Paul, MN 55104  
Attention: Mr. Ralph Jacobson

*With a copy, that does not constitute notice, to:*

Avisen Legal, P.A.  
AT&T Tower  
901 Marquette Avenue, Suite 1675  
Minneapolis, Minnesota 55402  
Attention: Mr. Brian Edstrom

If to the Purchaser:

As set forth in the Note executed by the Purchaser.

5.7 Expenses. Each party shall pay all of its own costs and expenses that it incurs with respect to the Closing and the performance of this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the Offering Document or the Note Documents, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

5.8 Confidentiality. Each Purchaser hereby agrees that, except with the prior written consent of the Company and except as reasonably required by such Purchaser in communications with its respective partners and affiliates with respect to financial and business performance data, it shall at all times keep confidential and not divulge, furnish or make accessible to anyone any confidential information, knowledge or data concerning or relating to the business or financial affairs of the Company to which such Purchaser has been or shall become privy by reason of this Agreement or the other Transaction Documents, discussions or negotiations relating to this Agreement or the other Transaction Documents, the performance of its obligations hereunder or the ownership of the Notes. The provisions of this Section 5.8 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by a Purchaser.

5.9 Counterparts; Effectiveness; Execution by Portal Exchange.

- (a) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be or become effective unless it shall have been executed and
- (b) delivered by all of the parties hereto.
- (c) This Agreement may be executed and delivered by any party hereto by submitting it through the Portal, following which the party which so executed and delivered this Agreement through the Portal shall promptly send an original executed counterpart to the other parties hereto or their respective counsel.

5.10 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.11 Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice-versa.

5.12 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

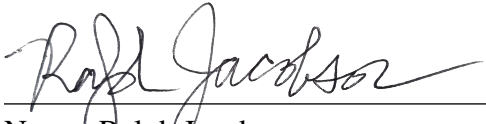
5.13 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions of this Note shall not in any way be affected or impaired thereby and this Note shall nevertheless be binding between the Company and each Purchaser.

5.14 Survival of Representations and Warranties and Covenants. The representations, warranties and covenants of the parties contained herein shall survive the consummation of the purchase and sale of the Note, and any transfer or disposition of the Note, and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Purchaser or the Company.

[Remainder of Page Intentionally Left Blank]

The parties hereto have executed this Note Purchase Agreement as of the Effective Date.

**THE COMPANY:**

By:   
Name: Ralph Jacobson  
Title: President

**PURCHASER:**

By: /s/ \_\_\_\_\_  
Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

[SIGNATURE PAGE TO NOTE PURCHASE AGREEMENT]



## PROMISSORY NOTE

### RED LAKE OSHKIIMAAJITAHDAH SOLAR, LLC

**OFFERS AND SALES OF THESE SECURITIES WERE MADE UNDER AN EXEMPTION FROM FEDERAL REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THESE SECURITIES, ANY RESALE OF THESE SECURITIES SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN MINNESOTA. ANY RESALE OF THESE SECURITIES MUST BE REGISTERED OR EXEMPT PURSUANT TO MINNESOTA STATUTES, CHAPTER 80A.**

Principal Amount: \$ \_\_\_\_\_  
Minneapolis, Minnesota

Date: \_\_\_\_\_

This Promissory Note (“Note”) is one of several similar notes issued by Red Lake Oshkiimaajitahdah Solar LLC, a Minnesota limited liability company (“Maker”) as part of the MNvest Crowdfunding Offering (“Offering”) dated November 20, 2019 of the Maker. The Offering is conducted under the MNvest exemption from Minnesota’s securities registration requirements. The Offering involves the Offering Document dated November 15, 2019 (“Offering Document”), as well as the Note Purchase Agreement (“Note Purchase Agreement”) of even date herewith, pursuant to which the Purchaser is purchasing this Note. The proceeds of this Note and the other Notes in the Offering will be used to build and operate the Red Lake Oshkiimaajitahdah Solar Project (“Project”), as further described in the Offering Document.

FOR VALUE RECEIVED, Maker promises to pay to the order of [INVESTOR NAME], an individual (“Holder”), in lawful money of the United States of America, the principal sum of [Purchase Price] together with interest on the unpaid principal balance as described and according to the terms herein.

**1. Interest Rate.** Maker promises to pay interest on the outstanding principal amount of this Note at the rate of two-and-a-half percent (2.5%) per annum, accruing from the date of this Note. Interest shall be calculated annually based on a year of 365 days, with interest accruing during any partial year based on the number of days actually elapsed during such year.

## **2. Repayment.**

2.1 Certain Definitions. For purposes of this Note:

“Gross Revenues” shall mean gross revenues of the Project for the applicable calendar year, including all payments made to Maker pursuant to that certain Power Purchase Agreement (as defined in the Offering Document), plus any monetary value Maker receives through tax benefits and incentives associated with Maker’s ownership of the Project.

“Net Available Revenues” shall mean, for each calendar year of the Project, the Gross Revenues minus the Permitted Expenses, plus any additional capital which the Maker

may pay in to the Company in order to meet repayment schedules and obligations.

“Permitted Expenses” shall mean, for each calendar year of the Project, only the following: bookkeeping and accounting, insurance, maintenance work, and monitoring of the performance of the System.

**2.2 Maturity.** The full unpaid principal amount of this Note plus accrued but unpaid interest shall be due and payable on December 31, 2027 (“Maturity Date”), unless accelerated under Section 3 below.

**2.3 Net Available Revenues; Allocations.** Each year during the term of this Note, beginning with the calendar year 2019, the Maker shall calculate the Net Available Proceeds for the calendar year. The Maker shall then allocate the Net Available Proceeds for the applicable calendar year to all Holders in the Offering, pro rata based on principal amount of the Note. If the Net Available Revenues in any year is less than zero, then the amount allocated to the Note Holders shall equal zero, but not a negative number.

**2.4 Payments.** The Maker shall pay the applicable amounts of Net Available Proceeds to all Holders. The first such payment will occur on or prior to September 30, 2020 for the calendar year ended December 31, 2019 and shall continue each year on or before September 30th until the Maturity Date.

**2.5 Allocation of Payments.** Payments shall be allocated (i) first to any costs of Holder under Section 9, (ii) next to payments of interest, and (iii) then to payments of principal.

**3. Acceleration.** The full amount owing under the Note shall be accelerated and become immediately due and payable upon the first to occur of the following:

- (a) The sale of the Maker or its assets to the Red Lake Nation (as described in the Offering Document), or any sale or transfer of Maker or its assets to any other person or entity;
- (b) An Event of Default.

**4. Prepayment.** Maker shall have the right to prepay the principal balance due hereof, at any time and from time to time, in full or in part, and in any amount, without premium or penalty.

**5. Priority of Payments.** All outstanding Notes will be given equal payment priority. No Holder will have priority over any other Holder as to payment of their Note.

**6. Security.** This Note represents an unsecured borrowing by the Maker.

**7. Default.** This Note shall be in default if any of the following occur (each an “Event of Default”):

- (a) Maker fails to pay: (i) any of the outstanding principal amount due under this Note on the date the same becomes due and payable according to the Repayment Schedule described herein or within thirty (30) days thereafter; or (ii) any accrued interest or

other amounts due under this Note on the date the same becomes due and payable or within thirty (30) days thereafter;

- (b) Maker takes steps to dissolve, liquidate, or cease conducting business;
- (c) Maker files a petition in bankruptcy, makes an assignment for the benefit of creditors, or takes action under any laws for the benefit of creditors; or
- (d) an involuntary petition is filed against Maker (unless such petition is dismissed or discharged within sixty (60) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Maker.

Upon the occurrence of an Event of Default hereunder, all unpaid principal and accrued interest shall be immediately due and payable.

**8. Governing Law; Jurisdiction.** This Note shall be governed by the laws of the State of Minnesota as applicable to contracts entered into in Minnesota by Minnesota residents to be performed in Minnesota. Any dispute under this Note shall be finally adjudicated in the applicable court in Hennepin County, Minnesota. The parties waive any objection to jurisdiction and venue, whether based on a theory of *forum non conveniens* or otherwise.

**9. Attorney's Fees.** If Holder brings legal action to collect this Note, Maker shall be responsible to pay the reasonable legal fees and costs of Holder.

**10. Rights of Holders.** The rights and remedies of Holder as provided in this Note shall be cumulative and concurrent, and may be pursued singly, successively, or together by Holder for the payment hereof or otherwise at the sole discretion of Holder. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies or the right to exercise them at any later time. No delay or omission on the part of Holder of this Note in exercising any right hereunder shall operate as a waiver of such right or of any other remedy under this Note. A waiver on any one occasion shall not be construed as a waiver of any such right or remedy on a future occasion.

**11. Application of Usury Laws.** Notwithstanding any provision herein or in any instrument now or hereafter securing this Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of Minnesota.

**12. Successors and Assigns.** Subject to the restrictions on resale and transfer of this Note described in the Note Purchase Agreement, the provisions of this Note shall inure to the benefit of and be binding on any successor to Holder and shall extend to any holder hereof.

**13. Waiver of Jury Trial.** Each party waives any right it may have to a trial by jury with respect to any action or proceeding arising out of or relating to this Note.

[Signature Page Follows]

**SIGNATURE PAGE**

**Holder:**


Holder Name (please print): \_\_\_\_\_  
Social Security Number(s): \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Correspondence Address (if different): \_\_\_\_\_

Home: Tel. No.: \_\_\_\_\_; Email Address: \_\_\_\_\_  
Business: Tel. No. \_\_\_\_\_; Facsimile No.:

HOLDER SIGNATURE: /s/ \_\_\_\_\_

**Maker:**

Ralph Jacobson hereby executes this Note on behalf of the Maker as of the date set forth below.

SIGNATURE:  \_\_\_\_\_

By: Ralph Jacobson, President of Red Lake Oshkiimaajitahdah Solar LLC