

Recorded: 11/3/2023 at 10:27:01.0 AM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 2764

Prepared By: Kelli J. Orton, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309; (515) 242-2400  
Return To: Mehul Mehta, c/o Greenbacker Renewable Energy Corporation, 230 Park Avenue, Suite 1560, New York, NY 10169  
Previously Recorded Documents: Book 2011, Page 590; Book 2011, Page 3672

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## **MEMORANDUM OF SECOND AMENDMENT TO WIND FARM EASEMENT AGREEMENT**

(Elk Wind Farm)

This Memorandum of Second Amendment to Wind Farm Easement Agreement (the “**Memorandum**”) is executed this 22nd day of September, 2023, by and between Lindy M. Pelzer (formerly known as Lindy M. Bockenstedt) (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, JoAnn D. Bockenstedt (“**Original Owner**”), and Elk entered into a Wind Farm Easement Agreement dated on or about December 29, 2010, as evidenced by a certain Memorandum of Wind Farm Easement Agreement recorded in the Office of the Recorder of Delaware County, Iowa (the “**Recorder’s Office**”), on February 11, 2011 at Book 2011, Page 590, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3672 (collectively, the “**Agreement**”), and as amended by a certain First Amendment to Wind Farm Easement Agreement dated November 27, 2022 (the “**First Amendment**”) covering certain real property referred to in the Agreement as “**Your Property**”, as legally described on **Exhibit A**, attached hereto and incorporated herein. Capitalized terms used but not defined in this Second Amendment have the meanings given to them in the Agreement; and

WHEREAS, The Estate of the Original Owner conveyed Your Property to You in May of 2013, and You are the successor in interest to Original Owner under the Agreement; and

WHEREAS, Under the terms of the Agreement, Elk has constructed the Wind Farm; and

WHEREAS, Elk is planning to perform work at the Wind Farm to upgrade certain components of the Wind Energy Facilities, which may include, without limitation, installing longer turbine blades (the “**Repowering**”). The planning process, market conditions, availability of labor and supplies, and financing are among the factors that influence whether and when Elk will undertake the Repowering. However, Elk currently expects to commence the Repowering before the end of 2023; and

WHEREAS, Owner and Elk entered into an amendment to the Easement on September 22, 2023 (the “**Second Amendment**”).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Exhibit E**, attached hereto and incorporated herein, shall replace Exhibit C.
2. The “Term” of the Turbine Site Easement and the Met Tower Site Easement has been extended for one additional 25 year term (the “Renewal Term”) to begin at the end of the Term. The Construction Easement, Access Easement, Collection Facilities Easement, Overhang Easement, Wind Non-Obstruction Easement, Noise Easement, Light and Shadow Easement and Studies Easement shall continue so long as any of the Wind Energy Facilities in the Wind Farm exist, including replacements, unless terminated earlier in writing by Elk.
3. All notices or other communications required or permitted by the Agreement shall be made to the addresses below:

If to Owner:                   Lindy M. Pelzer  
                                          75 N Juniper Street  
                                          Liberty, IA 52317

If to Elk:                         Elk Wind Energy LLC  
                                          c/o Greenbacker Renewable Energy Corporation  
                                          230 Park Avenue, Suite 1560  
                                          New York, NY 10169  
                                          Attention: General Counsel

4. Other terms of the Amendment are as set forth in the Amendment.
5. This Memorandum may be executed in one or more counterparts or using counterpart signature and acknowledgment pages, all of which, when taken together, shall constitute one instrument.

[Remainder of page left intentionally blank; signature pages follow]



OWNER:

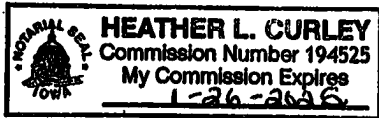
*Lindy M. Pelzer*  
Lindy M. Pelzer

(formerly known as Lindy M. Bockenstedt)

**ACKNOWLEDGMENT**

STATE OF IOWA )  
COUNTY OF Cedar ) ss.

This instrument was acknowledged before me on September 6, 2023, by Lindy M. Pelzer.



*Heather L. Curley*  
Signature of Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF YOUR PROPERTY**

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) lying West of State Highway 38, all in Section Eighteen (18), Township Ninety (90) North, Range Four (4) West of the 5th P.M., in Delaware County, Iowa.

**Net Acreage of Parcel per Assessor's Records: 77.42**

**EXHIBIT E**

