

Recorded: 11/13/2023 at 10:44:51.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 2860

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 427; Book 2011, Page 3685

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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 26th day of October, 2023, by and between Shirley Ann Anderegg (“**Anderegg**”), and Thomas R. Wessel and Amy Ann Wessel, husband and wife, (together, “**Wessel**”) (collectively, “**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, Shirley Ann Anderegg aka Shirley A. Anderegg (“**Original Owner**”), and Elk entered into a Wind Farm Easement Agreement dated on or about December 28, 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**”), January 31, 2011 at Book 2011, Page 427, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3685 (collectively, the “**Agreement**”), and as amended by a certain First Amendment to Wind Farm Easement Agreement dated July 11, 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, Original Owner conveyed equitable title to Your Property to Wessel in August 2011, and Wessel is a successor in interest to Original Owner under the Agreement. Original Owner remains the legal titleholder to Your Property; 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 October 26, 2023 (the "Second Amendment").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. 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.
2. All notices or other communications required or permitted by the Agreement shall be made to the addresses below:

If to Owner:                                  Shirley Ann Anderegg  
303 S. Bell Street  
Edgewood, IA 52042

Thomas & Amy Wessel  
1111 Laser Road  
Edgewood, IA 52042


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

3. Other terms of the Amendment are as set forth in the Amendment.
4. 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]

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum on the date first written above.

**ELK:**  
ELK WIND ENERGY LLC,  
an Iowa limited liability company

By:   
Name: Charles Wheeler  
Title: Authorized Person

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

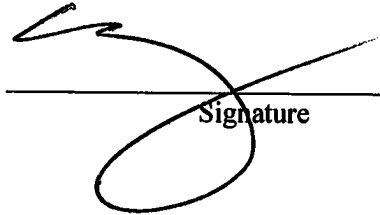
STATE OF New York )  
  ) ss.  
COUNTY OF New York )

On Sept 6, 2023, before me, Maria Rojas, a Notary Public, personally appeared Charles Wheeler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA ROJAS  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RO0005486  
Qualified in New York County  
My Commission Expires 04/13/2027  
[SEAL]

  
Signature

OWNER:

Shirley Ann Anderregg  
Shirley Ann Anderregg

Thomas R. Wessel  
Thomas R. Wessel

Amy Ann Wessel  
Amy Ann Wessel

**ACKNOWLEDGMENT**

STATE OF IOWA )  
COUNTY OF Clayton ) ss.  
)

This instrument was acknowledged before me on October 26, 2023, by Shirley Ann Anderregg, a single person.



[Signature]  
Signature of Notary Public

STATE OF IOWA )  
COUNTY OF Clayton ) ss.  
)

This instrument was acknowledged before me on October 26, 2023, by Thomas R. Wessel and Amy Ann Wessel, husband and wife.



[Signature]  
Signature of Notary Public

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

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Fourteen (14), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

**Net Acreage of Parcel per Assessor's Records: 37.98**