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County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 3163

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 622; Book 2011, Page 3666

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 1st day of December, 2023, by and between Daniel J. Funke, widowed, (“**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

WHEREAS, Daniel J. Funke and Julie Marie Funke, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common (“**Original Owner**”) and Elk entered into a Wind Farm Easement Agreement dated on or about December 23, 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 15, 2011 at Book 2011, Page 622, and as amended by a certain Supplemental Exhibit recorded in the Recorder’s Office on November 15, 2011 at Book 2011, Page 3666 (collectively, the “**Agreement**”), and as amended by a certain First Amendment to Wind Farm Easement Agreement dated September 16, 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, Under the terms of the Agreement, Elk has constructed the Wind Farm on Owner’s real property legally described on **Exhibit A** attached hereto (the “**Existing Property**”). The Existing Property is a portion of the real property referred to as “**Your Property**” in the Agreement, legally described on **Exhibit A** attached hereto. Except as specifically set forth herein, any reference in the Agreement to “**Your Property**” shall be deemed to mean the Existing Property; 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. 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: Daniel J. Funke
 1230 220th Avenue
 Greeley, IA 52050

 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]

**EXHIBIT A
LEGAL DESCRIPTION**

Your Property:

The Northwest Fractional Quarter (NW Fr¹ 1/4), Except "R E C Place" according to the plat recorded October 13, 1975, in Book 3 of Plat Records, page 51, and the West One-half of the Northeast Quarter (W 1/2 NE 1/4), all in Section Eighteen (18), Township Ninety (90) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa.

Net Acreage of Parcel per Assessor's Records: 234.79

Existing Property:

The Northwest Fractional Quarter (NW Fr¹ 1/4), Except "R E C Place" according to the plat recorded October 13, 1975, in Book 3 of Plat Records, page 51, and the West One-half of the Northeast Quarter (W 1/2 NE 1/4), all in Section Eighteen (18), Township Ninety (90) North, Range Four (4) West of the 5th P.M., Delaware County, Iowa; and except Parcel 2013-56 in the Fr¹ NW 1/4 and in the W 1/2 of the NE 1/4 Section 18-T90N-R4W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 2163, in Delaware County, Iowa.

Net Acreage of Parcel per Assessor's Records: 85.02