



Document 2015 1777

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PAT SKUSTER, RECORDER
MITCHELL COUNTY IOWA

AMENDMENT TO MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: Douglas J. Knutzen, Esq.
808 Travis, Suite 700
Houston, Texas 77002
713/265-0350

Taxpayer Information: Turtle Creek Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
713/265-0350

Return Document To: Turtle Creek Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
713/265-0350

Grantors: Emma R. White Trustec of the Emma R. White Irrevocable Trust as
to an undivided one-half interest and Emma R. White a single
person as to a life estate in an undivided one-half interest and
Marcella W. Kathan, Janet W. Vervaecke, Linda W. Slindee,
James B. White, Douglas White, Rhonda Lebrecht and Eric
Perkins as to a remainder in an undivided one-half interest the
"Remainderman",

Grantees: Turtle Creek Wind Farm LLC

Legal Description: See Page 7

**Document or instrument
number of previously
recorded documents:** 2010-2279

AMENDMENT TO MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT

This Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements (this "**Amendment**") is made and entered into as of August 3, 2015 ("**Effective Date**"), by and between Emma R. White Trustee of the Emma R. White Irrevocable Trust as to an undivided one-half interest and Emma R. White a single person as to a life estate in an undivided one-half interest and Marcella W. Kathan, Janet W. Vervaecke, Linda W. Slindee, James B. White, Douglas White, Rhonda Lebrecht and Eric Perkins as to a remainder in an undivided one-half interest the "Remainderman", ("**Landowner**"), and Turtle Creek Wind Farm LLC, a Delaware limited liability company ("**Wind Company**"). Landowner and Wind Company may hereafter be referred to as, together, the "**Parties**" and each, a "**Party**".

RECITALS

A. The Parties have entered into that certain Wind Energy Lease and Agreement dated as of December 14, 2010, (the "**Lease**"), a Memorandum of which was recorded on December 29, 2010, as Document No. 2010-2279, in the Records of the County Clerk ("**Official Records**"), Mitchell County, Iowa (the "**Memorandum**") (collectively, the "**Original Lease**"), which affects the Property.

B. Contemporaneously herewith, the Parties have entered into an Amendment to Wind Energy Lease and Agreement (the "**Lease Amendment**") that, among other things, grants to Wind Company the option of extending the Development Term for an additional four years. Together the Original Lease and the Lease Amendment are hereafter referred to as the Lease Agreement.

C. The Parties are entering into and recording this Amendment to provide public notice of the Lease Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Lease Agreement.

2. Section 4.1 of the Lease Agreement is deleted in its entirety and replaced with the following new Section 4.1:

“Section 4.1 Development Term. The Lease shall initially be for a term (the “**Initial Development Term**”) commencing on the Effective Date. Wind Company shall have the option (the “**Extended Development Term Option**”) to extend the Initial Development Term for a period of four (4) years (the “**Extended Development Term**”), upon delivering written notice to Landowner any time prior to the expiration of the Initial Development Term. The Initial Development Term and the Extended Development Term are sometimes referred to herein collectively as, the “**Development Term**.” Notwithstanding anything to the contrary contained herein, the Development Term shall terminate on the date on which the First Extended Term commences.”

3. Force and Effect. Except as explicitly amended hereby, the Lease Agreement is ratified and confirmed in each and every respect, and the Lease Agreement shall continue to be in full force and effect.

4. Governing Law. This Amendment shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Iowa, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

5. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease Agreement and this Amendment touch and concern the real estate described in the Lease Agreement and this Amendment and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property. To the extent that any of the provisions of this Amendment are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above.

LANDOWNER:

Marcella W. Kathan
Trustee of the Emma R. White Trust

Marcella W. Kathan
Marcella W. Kathan

Janet W. Vervaecke
Janet W. Vervaecke

Linda W. Slindee
Linda W. Slindee

James B. White
James B. White

Douglas White
Douglas White

Rhonda lebrecht
Rhonda lebrecht

Eric Perkins

WIND COMPANY:

Turtle Creek Wind Farm LLC, a Delaware limited liability company

By: [Signature]
Name: Josh Schach
Title: Project Manager

add

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above.

LANDOWNER:

Trustee of the Emma R. White Trust

Marcella W. Kathan

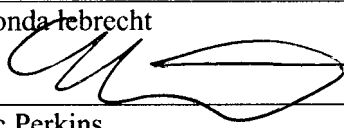
Janet W. Vervaecke

Linda W. Slindee

James B. White

Douglas White

Rhonda Lebrecht



Eric Perkins

WIND COMPANY:

Turtle Creek Wind Farm LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT
FOR LANDOWNER

STATE OF Minnesota)
) ss.
COUNTY OF Mower)

On this 14th day of July, 2015, before me personally appeared **Emma R. White** individually and as Trustee of the **Emma R. White Trust**, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Betty Halberstadt
Print Name: Betty Halberstadt
My Commission Expires: 6/4/2016

STATE OF Minnesota)
) ss.
COUNTY OF Mower)

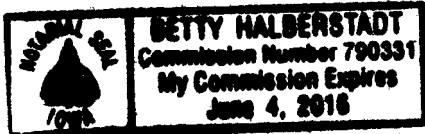
On this 14th day of July, 2015, before me personally appeared **Marcella W. Kathan**, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Betty Halberstadt
Print Name: Betty Halberstadt
My Commission Expires: 6/4/2016

STATE OF Minnesota)
) ss.
COUNTY OF Mower)

On this 18th day of July, 2015, before me personally appeared Janet W. Vervaecke, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Betty Halberstadt
Print Name: Betty Halberstadt
My Commission Expires: 6/04/2016

STATE OF Minnesota)
) ss.
COUNTY OF Mower)

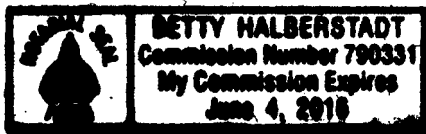
On this 14th day of July, 2015, before me personally appeared Linda W. Slindee, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Betty Halberstadt
Print Name: Betty Halberstadt
My Commission Expires: 6/4/2016

STATE OF Iowa)
) ss.
COUNTY OF Cerro Gordo)

On this 16th day of July, 2015, before me personally appeared James B. White, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Betty Halberstadt
Print Name: Betty Halberstadt
My Commission Expires: 6/04/2016

STATE OF Minnesota)
) ss.
COUNTY OF Mower)

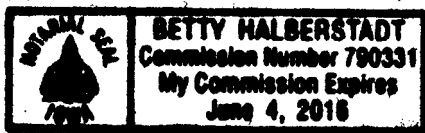
On this 4th day of July, 2015, before me personally appeared **Douglas White**, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Betty Halberstadt
Print Name: Betty Halberstadt
My Commission Expires: 6/4/2016

STATE OF Minnesota)
) ss.
COUNTY OF Olmsted)

On this 17th day of July, 2015, before me personally appeared **Rhonda Lebrecht**, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Betty Halberstadt
Print Name: Betty Halberstadt
My Commission Expires: 6/04/2016

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me personally appeared **Eric Perkins**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me personally appeared **Douglas White**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
My Commission Expires: _____

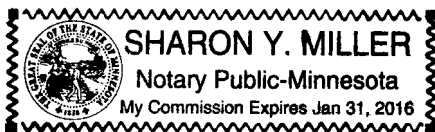
STATE OF _____)
) ss.
COUNTY OF _____)

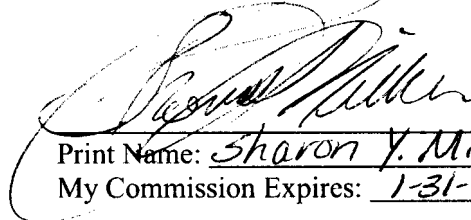
On this ____ day of _____, 2015, before me personally appeared **Rhonda Lebrecht**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
My Commission Expires: _____

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 22nd day of July, 2015, before me personally appeared **Eric Perkins**, to me known to be the person who executed the foregoing instrument and acknowledged the same.




Print Name: Sharon Y. Miller
My Commission Expires: 1-31-16

ACKNOWLEDGMENT
FOR WIND COMPANY

STATE OF Kansas)
COUNTY OF Johnson) ss.

On this 3 day of August, 2015, before me personally appeared Josh Bohach as Project Manager of Turtle Creek Wind Farm LLC, a Delaware limited liability company, on behalf of the limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Kyle L. Anibas
Print Name: Kyle L. Anibas
My Commission Expires: December 15, 2018

EXHIBIT A

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MITCHELL, STATE OF IOWA:

Parcel 1:

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION ONE (1), EXCEPT RAILROAD RIGHT OF WAY; IN TOWNSHIP 99 NORTH, RANGE 18, WEST OF THE 5TH PRINCIPAL MERIDIAN, MITCHELL COUNTY, IOWA.

PIN: 05.01.100.002

Parcel 2:

THE SOUTH HALF OF THE NORTHEAST FRACTIONAL QUARTER (NE FRL. 1/4) OF SECTION TWO (2), EXCEPT RAILROAD RIGHT OF WAY; IN TOWNSHIP 99 NORTH, RANGE 18, WEST OF THE 5TH PRINCIPAL MERIDIAN, MITCHELL COUNTY, IOWA.

PIN: 05.02.200.003

Parcel 3:

THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO (2); AND LOT ONE (1) IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWO (2); ALL IN TOWNSHIP 99 NORTH, RANGE 18, WEST OF THE 5TH PRINCIPAL MERIDIAN, EXCEPT RAILROAD RIGHT OF WAY, MITCHELL COUNTY, IOWA.

PIN: 05.02.400.001