

**NORTH ENGLISH WIND PROJECT
COMPREHENSIVE AMENDMENT TO
EXISTING WIND ENERGY LEASE (IOWA – NORTH ENGLISH)**

The “Parties” to this Comprehensive Amendment to Existing Wind Energy Lease (Iowa – North English) (“Amendment”) are the persons and entities identified below as “Lessor” and “Lessee”.

“Lessor”: Lynn E. Merck and Donna R. Merck, husband and wife, and their successors in interest.

“Lessee”: North English Wind Project, LLC, a Delaware limited liability company, and its successors and assigns

Legal Description: See Exhibit “A”, attached hereto (the “Property”).

Existing Agreements Affected by this Amendment: That certain Wind Energy Lease (Iowa – English Farms) dated September 1, 2009 (“Effective Date”) between Lessor and English Farms Wind Project, LLC (“English Farms”), as may have been amended, and that certain Memorandum of Wind Energy Lease dated as of the Effective Date between Lessor and English Farms recorded as **Book 0858, Page 0578**, in the Poweshiek County records on September 21, 2009 (the “Memorandum”). The Lease and Memorandum are referred to collectively as the “Existing Agreements”. Pursuant to that certain Assignment and Assumption Agreement dated as of April 1, 2017, English Farms assigned its rights under the Existing Agreements to Lessee which such Assignment and Assumption Agreement was recorded as Instrument No. 2017-01566 in the Poweshiek County records on May 12, 2017.

RECITALS

A. Development of the North English Wind Project in Poweshiek County, Iowa (“Project”) is continuing and the current expectation is that substantially all of the assets of Lessee, including without limitation, the Existing Agreements, will be transferred to a company that is an Iowa public utility (“Owner/Operator”) in 2017. The Existing Agreements were based on ownership and legal description information then available and contain terms and conditions negotiated at the time the Existing Agreements were signed.

B. The Existing Agreements may contain errors such as incorrect names of the parties, omission of marital status or required signatures, improper forms of acknowledgment, incorrect legal descriptions, and other errors that must be corrected to conform the Existing Agreements to requirements of Iowa law and the Iowa Land Title Standards of the Iowa State Bar Association.

C. With the passage of time since the Existing Agreements were signed, certain terms and conditions contained in the Existing Agreements have become outdated or inconsistent with the current circumstances with respect to the Project and/or inconsistent with the terms and conditions desired by Owner/Operator with respect to its potential development and construction of its wind projects; and it is desirable to amend those terms and conditions accordingly.

AGREEMENT

In consideration of the above Recitals and mutual benefit derived from entering into this Amendment to facilitate involvement of the Property in the Project, the Parties hereby agree as follows:

1. Current Owner of the Property. Lessor is the current owner of the Property with full authority to execute this Amendment.
2. Legal Description of the Property. The correct legal description of the Property is as set forth in Exhibit "A" of this Amendment.
3. Ratification of Existing Agreements as Modified by this Amendment. Except as modified by this Amendment, the Parties hereby ratify and agree to the terms, conditions and binding effect of each Existing Agreement regardless of whether the Existing Agreement: (i) was executed by the undersigned Lessor or prior parties in title to the Property, (ii) was executed by all necessary parties, (iii) was executed by the proper parties, (iv) contained defective or missing acknowledgments, (v) contained errors in the legal description of the Property, (vi) failed to include parts of the Property or included other lands no longer considered to be a part of the Property, or (vii) contained other defects or omissions that would cause the document to be non-compliant with requirements of Iowa law and the Iowa Land Title Standards of the Iowa State Bar Association. It is the intention of the Parties that this Amendment will cure any such deficiencies that may exist in each of the Existing Agreements. Except as modified by this Amendment, the Existing Agreements remain unchanged and in full force and effect.
4. Entire Agreement; Conflicts between Existing Agreements and this Amendment. The Existing Agreements as modified by this Amendment (hereinafter referred to together as the "**Lease**") constitute the entire agreement of the Parties with regard to involving the Property in the Project. Other prior agreements, if any, between the Parties with regard to involving the Property in the Project are hereby superseded and replaced by this Lease and the Parties hereby release each other from any all obligations with respect to such superseded and replaced agreements. In the event there are any inconsistencies or conflicts between the terms and conditions in this Amendment and those in the Existing Agreements, this Amendment shall control for all purposes.
5. Spouse's Signature. If Lessor is married and Lessor's spouse is not a titleholder at the time this Amendment is signed, Lessor's spouse signs this Amendment only for the purpose of relinquishing with regard to the Agreement all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code.
6. Wind Power Facilities. The definition of "Wind Power Facilities" as provided in Section 2 of the Lease is hereby amended to delete therefrom the following types of facilities: laydown areas and maintenance yards; overhead electrical transmission lines, substations, interconnection, and/or switching facilities; and control, maintenance and administration buildings.
7. Term of the Agreement. Section 5 of the Lease is hereby replaced and superseded in its entirety by the following revised, amended and restated Section 5:
 5. Term. This Lease shall initially be for a term (the "**Development Term**") commencing on the Effective Date and ending on the sooner to occur of: (a) ten (10) years after the Effective Date or December 31, 2019, whichever is later or (b) the date on which the Extended Term (as defined below) commences. Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease for a single forty-two (42) year period (the "**Extended Term**") by giving Lessor written notice of such extension at any time prior to the expiration of the period described in subpart (a) above, whereupon the Extended Term shall commence (and the Development Term shall end) on the date specified in such notice, which date shall in any event not be later than the expiration of such period described in subpart (a) above (the "**Extended Term Commencement Date**"). For purposes of this Lease, if the Extended Term Commencement Date does not fall on

January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year to include prorated credit for Development Term Rent for the remainder of such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 6.2 below). If Lessee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Extended Term. Notwithstanding Section 2, Lessee shall not be permitted to commence construction of any Wind Power Facilities on the Property (other than anemometers, meteorological towers, and wind measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option. If Lessee has not exercised the Lease Extension Option within the period described in subpart (a) above, this Lease shall automatically expire without further action by Lessor or Lessee, and Lessee shall execute and record a quitclaim deed or other recordable document evidencing the termination of this Lease as provided in Section 12.2 hereof.

8. Payments. Section 6 of the Lease is hereby replaced and superseded in its entirety by the following revised, amended and restated Section 6:

6. Payments. Lessee shall pay or tender the following amounts to Lessor (collectively, the "*Rent*"):

6.1 Development Term Rent. Commencing on the Effective Date, and thereafter within thirty (30) days after each anniversary of the Effective Date during the Development Term (unless this Lease is earlier terminated), Lessee shall pay to Lessor, annually in advance, an amount equal to the Total Acreage multiplied by the amount shown on the following table for the applicable Lease year (the "*Development Term Rent*"):

Lease year	Development Term Rent (per acre)
1-5	\$3.00
6	\$5.00
7	\$6.00
8	\$7.00
9	\$8.00
10 and any subsequent years until termination or expiration in accordance with Section 5	\$9.00

The first payment of Development Term Rent shall be made within forty-five (45) days after the Effective Date. Any Development Term Rent payable for less than a full year shall be prorated by Lessee on the basis of a 365-day year.

- 6.2 Extended Term Rent. If Lessee exercises the Lease Extension Option, then the following shall apply:
- 6.2.1. For each calendar year during the Extended Term until this Lease expires or is earlier terminated, Lessee shall pay to Lessor the following payments as applicable based on the Total Acreage of the Property and the Wind Power Facilities actually installed on such Property during the applicable calendar year and in the manner as set forth in this Section 6.2 (the “**Extended Term Rent**”):
- (a) The greater of (i) Twenty-One Dollars (\$21.00) per acre for each acre of the Total Acreage, but in no event shall the cumulative Per Acre Payment amount for any calendar year be less than Five Hundred Dollars (\$500.00), or (ii) Five Thousand One Hundred Dollars (\$5,100.00) per Megawatt of Generating Units actually installed on the Property. As used herein, the phrase “per Megawatt of Generating Units actually installed on the Property” means the number of megawatts of capacity of the Generating Units (based on the nameplate capacity thereof) that are actually installed and existing on the Property, and, for purposes of the calculations above, “actually installed” means construction thereof has been completed, and until their physical removal from the Property; in each case as of the first day of the applicable calendar year and regardless whether or not said Generating Units are operating.
 - (b) **Transmission Facilities Payment** – If there are no Generating Units located on the Property, Lessee shall pay Two Dollars (\$2.00) per linear foot of each Corridor within which such underground Transmission Facilities are installed on the Property. Lessee is only required to pay a single \$2.00 per linear foot amount per Corridor, even though there may be multiple trenches and multiple electrical and communication wires and cables installed in the same Corridor. For purposes of this subsection (b), “**Corridor**” shall mean each 25 foot wide corridor containing underground Transmission Facilities.
 - (c) **Permanent Met Tower Payment** – Six Thousand and no/100 Dollars (\$6,000.00) for each permanent meteorological tower installed on the Property.
- 6.2.2. The initial payment of the Extended Term Rent shall be for the period commencing on the first day of the Extended Term and ending on December 31 of the same calendar year; and which such initial payment shall be made within forty-five (45) days of the first day of the Extended Term. Thereafter, payment of the Extended Term Rent shall be made in advance for each calendar year during the Extended Term; and which such payments shall be paid to Lessor not later than March 1 of each such calendar year.
- 6.2.3. The initial pro rata payment of Extended Term Rent and the payment of the Extended Term Rent for the first full calendar year of the Extended

Term will be based on Lessee's reasonable good faith estimates of the number of Corridors and the linear feet of each such Corridor based on Lessee's then current site plans. Within one (1) year after the completion of the construction of the Project, Lessee will complete an as-built survey to determine the actual information (that being the number of Corridors and the exact linear feet distances of each such Corridor) and Lessee will provide Lessor with a written notice setting out such actual information. If such actual as-built information result in a larger payment to Lessor, Lessee will also make a true-up payment to Lessor with such notice and thereafter payments will be made on the actual information as determined from the as-built survey; however, if the actual information determined from the as-built survey result in a smaller payment to Lessor, the Lessor shall be entitled to keep any overpayment; however, future payments will be based on the actual information from the as-built survey.

- 6.3. Installation Fees. In addition to Extended Term Rent, Lessee shall make the following additional one-time lump-sum payments, if applicable (the "**Installation Fees**"):
- (a) For Property Where Lessee Intends to Construct Generating Units – a one-time payment in the amount of Two Thousand Dollars (\$2,000.00) per Generating Unit that will be installed on the Property (Lessee shall pay to Lessor such amount within forty-five (45) days after the commencement of construction of the Generating Unit foundation on the Property); or
 - (b) For Properties Where Lessee Does Not Intend to Construct a Generating Unit(s) But Intends to Construct Other Wind Power Facilities – a one-time payment of Two Thousand Dollars (\$2,000.00) (Lessee shall pay to Lessor such amount within forty-five (45) days after the commencement of construction of such other Wind Power Facilities on the Property).

In addition, Lessee shall make another payment of the applicable Installation Fees to Lessor in the event that construction of the Wind Power Facilities on the Property has not been completed within one (1) year after the date of the initial payment of the Installation Fees to Lessor. The payment of the Installation Fees shall only be required to be made by Lessee in connection with the initial construction of the Wind Power Facilities and Lessee will not be required to make any other Installation Fee payments (including in connection with any repairs, replacements or repowering or other construction work relating to the Wind Power Facilities or Project).

6.4 **Intentionally Deleted.**

6.5 **Intentionally Deleted.**

6.6 Annual Escalation. The Extended Term Rent set out in Section 6.2.1 above shall be adjusted upward by one and one-half percent (1.5%) compounded annually beginning on January 1, 2019.

6.7 Damages to Property; and Crop Compensation and Payment

6.7.1 If any of Lessor's structures or improvements are materially damaged or destroyed as a result of Wind Operations, then Lessee shall promptly

repair or replace such structures or improvements.

6.7.2. If any of Lessor's livestock are damaged or destroyed as a result of Wind Operations, then Lessee shall promptly reimburse Lessor for the fair market value of such livestock.

6.7.3 Crop Damages.

a. Initial Construction and Compaction Damages.

1. Initial Construction Damages. In the event that Lessee's initial construction of the Wind Power Facilities on the Property are the direct cause of damage or destruction to crops then being grown on the Property, Lessee agrees to pay to Lessor an amount determined as follows:

(i) the estimated measurement of the number of acres of crops damaged/destroyed will be determined (and such number of acres will be determined for each crop so damaged/destroyed, if more than one crop impacted) [Acreage];

(ii) the reduced per acre yield for the type of crop planted or that would have been planted will be determined, and such amount will be the average annual yield over the previous three (3) years for such crop in the county in which the Property is located as published by the Iowa Office of USDA National Agricultural Statistics Service (or if such report is no longer published, then an alternative comparable published source shall be used) less the actual per acre yield in the impacted area [Reduced Yield];

(iii) the highest daily cash crop price for such crop for the region where the Property is located during the period from October 1 through December 31 of the calendar year during which the crop damage occurred as published in the Interior Iowa Daily Grain Price Report published by the Iowa Department of Agriculture and Land Stewardship (or if such report is no longer published, then an alternative comparable published source shall be used) will be determined [Fair Market Price]; and

(iv) after the above items in (i), (ii) and (iii) are determined or estimated for each type of crop, the total crop damage payment will be determined for such acres of each crop and it will equal the following: [Acreage] x [Reduced Yield] x [Fair Market Price].

However, in connection with such initial construction of Wind Power Facilities, Lessee may request that Lessor and its

agricultural tenants not grow crops within reasonable areas (not to exceed fifteen (15) feet) around the following Wind Power Facilities (which locations shall be designated and staked by Lessee around the planned locations of such Wind Power Facilities): the Generating Unit and the permanent access road; and after such request and staking no initial construction crop damage payments shall be owed with respect to crops damaged or destroyed within such areas (provided, however, Lessee will pay Lessor a payment for compaction as provided in part a.2 below).

With respect to the initial construction of the Wind Power Facilities, Lessee agrees to prepare and provide to Lessor the Lessee's reasonable determination of the measurement of the area impacted [Acreage], and its determination of the price [Fair Market Price] and reduced yield [Reduced Yield] (as determined above) and the resulting total payment, which such information will be provided to Lessor after the initial construction of the whole Project is completed (however, in the event that the initial construction occurs in more than one calendar year, such process will be used at the end of the growing season each calendar year during such initial construction). Within thirty (30) days of Lessor's agreement with respect to such calculation and amount, the payment for such damage or destruction that is caused by the initial construction of the Wind Power Facilities on the Property shall be paid to Lessor by Lessee.

2. Compaction Reduced Yield Payment. At the same time Lessee makes the payment under part a.1 above for those crops damaged during the final growing season affected by initial construction of the whole Project (this will be a one-time payment and will not be paid each year if the initial construction occurs in more than one calendar year), Lessee agrees to pay Lessor an additional amount to compensate Lessor for the potential future loss in crop yields associated with the initial construction (including the loss that may result from compaction) which such amount shall be equal to fifty percent (50%) of the amount paid by Lessee in part a.1 above (except that (i) with respect to the [Fair Market Price] and [Reduced Yield], the price and yield for corn will be used for determining the payment under this part a.2 even though the corn price and yield may not have been used to determine the part a.1 crop damage payment amount and (ii) the [Acreage] to be used for the calculation under this part a.2 will include those areas staked for construction according to part a.1 but will not include those acres on which permanent Wind Power Facilities have been constructed and occupy the surface of the Property and as a result crops cannot be planted). In addition, if Lessee's initial construction activities on the Property cause significant compaction in areas used by heavy equipment (including

large cranes), Lessee agrees to restore such portions of the Property to their approximate condition existing immediately before said activities to the extent reasonably practicable. If Lessee is responsible hereunder for significant compaction of the soil, then in addition to Lessee's obligations as provided in this part 2, to the extent the loss in crop yields resulting from such significant compaction exceeds such fifty percent (50%) payment amount, then Lessor shall be entitled to crop damages that exceed such fifty percent (50%) payment amount as such amount is determined under part a.1.

3. It is further agreed that in no event shall Lessee be required to pay crop damages, crop compensation, or other damages or amounts for Property on which Wind Power Facilities are located (including the Generating Unit, access roads, and other above ground equipment part of the Transmission Facilities). Except as provided in part (b) below, after the initial construction is complete Lessee shall not be responsible to pay Lessor or its agricultural tenant any losses of income, rent, profits or other losses arising out of the inability to grow crops or otherwise use the Property as a result of the Wind Power Facilities.

b. Crop Damage After Initial Construction. After the initial construction of the Wind Power Facilities, in the event that Lessee's construction, maintenance or other activities on the Property are the direct cause of damage or destruction of crops then being grown on the Property, Lessee agrees to pay Lessor an amount equal to the revenue that Lessor or its agricultural tenant would have received on the open market for said crops during the growing season in which such crops were damaged or destroyed. Lessee agrees to pay such amount within thirty (30) days after Lessor provides Lessee with reasonable evidence of the cause and extent of such damage or destruction.

c. Disagreement on Amount of Crop Damages. If Lessee and Lessor cannot agree on the amount of crop damage, the Parties agree to have the area and extent of damages assessed by an impartial party mutually agreed upon by the Parties (such as a local crop insurance adjuster).

6.7.4 Drain Tile Damage. If Lessee's Wind Operations on the Property damage Lessor's drainage system(s), including, but not limited to, drain tile and other aboveground or underground facilities used to manage drainage and irrigation of the Property ("**Drainage System**") existing on the Property during the term of the Lease, then Lessee shall make or cause to be made such repairs to the Drainage System as are necessary to return the Drainage System to a condition substantially similar to the condition that existed immediately prior to the point in time when such damage occurred. Such repairs shall be completed in a timely manner to Lessor's reasonable

satisfaction. Furthermore, upon either Party's request, Lessor or Lessor's appointed representative shall, in a timely manner, make himself or herself present to witness any repair of the Drainage System and, upon completion of said repair, confirm in writing as to whether or not such repair was made to Lessor's reasonable satisfaction. Upon Lessor's request Lessee shall provide to Lessor a map generally depicting the location of such repairs. Upon completion of construction of any Wind Power Facilities on the Property, Lessee shall return surface drainage of the Property to substantially the same condition or functional equivalent as existing prior to commencement of construction of such Wind Power Facilities.

- 6.8 Conservation Reserve Program. If Lessor is a party to a Conservation Reserve Program contract as of the Effective Date ("**CRP Contract**") with the U.S. Department of Agriculture pursuant to applicable law, Lessor shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Lessor for (a) any rental payments, or portion thereof, Lessor would have received from the U.S. Department of Agriculture but for the construction or occupation of the Wind Power Facilities on the Property and (b) the penalties and interest, if any (including for any past payments received by Lessor that must be repaid by Lessor), assessed by the U.S. Department of Agriculture as a result of the construction or occupation of the Wind Power Facilities on the Property. Lessor agrees to cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Wind Power Facilities on Property covered by a CRP Contract. Lessor agrees to consult with Lessee before entering into any CRP Contract after the Effective Date and the Parties shall use their reasonable efforts to minimize the risk of penalties or other payments that must be paid to the U.S. Department of Agriculture as a result of the planned Wind Power Facilities that may be constructed by Lessee on the Property pursuant to this Agreement.
- 6.9 Payments to Lessors. All payments issued hereunder will be paid to Lessor by check deposited in the United States mail, first-class postage prepaid, addressed to Lessor at Lessor's address for notice purposes set forth in Section 12.1. If sent as above provided, the applicable payment shall be deemed tendered to Lessor three (3) days after such check is so mailed. If Lessor is comprised of more than one person or entity, then all payments will be issued by a single check payable to all such persons or entities. If the persons or entities that comprise Lessor change, Lessor agrees to notify Lessee of any such changes.
- 6.10 No Representation Regarding Wind Power Facilities. Lessor acknowledges that (a) Lessee has made no representation or warranty as to the likelihood that Wind Power Facilities will be constructed on the Property, or, if constructed, that they will not be removed from the Property, and (b) any expression by Lessee to Lessor as to the expected number or type of Wind Power Facilities to be constructed on the Property, or the Rent to be derived by Lessor therefrom, is and was purely an estimate based on the information available to Lessee at the time and is not a covenant or guarantee that any such construction will occur. Further, nothing expressly stated or implied in this Lease or indicated to Lessor shall be construed as requiring Lessee to (i) undertake construction, installation or operation of any Wind Power Facilities on the Property or (ii) cause such Wind Power Facilities to

remain on the Property; and the decision if, when and to what extent to construct or remove Wind Power Facilities shall be solely in Lessee's discretion.

9. Grant of Easements. Section 8.5 is hereby amended by deleting the phrase "Section 6.5.1 or Section 6.5.2", and replacing such phrase with "Section 6.2.1(b)".
10. Set Back from Occupied and Existing Residences. Section 12.9.2 of the Lease is hereby amended by deleting "one thousand (1,000) feet" and replacing such distance with "one thousand two hundred (1,200) feet".
11. Site Plan. Section 12.10 of the Lease is hereby replaced and superseded in its entirety by the following revised, amended and restated Section 12.10:

12.10 Site Plan Approval. The following provisions shall govern site plan approval by Lessor:

- 12.10.1. The location and development of any Above-Ground Wind Power Facilities (defined in subsection 12.10.2) on the Property shall be guided by a site plan to be mutually agreed upon by Lessor and Lessee during the Development Term. The site plan will evolve from a preliminary site plan with approximate locations of Above-Ground Wind Power Facilities, or centerlines thereof, as applicable, and corridors or generally larger areas than actually required for construction of the Above-Ground Wind Power Facilities, to a final version based upon wind resource, permitting and construction considerations that arise during the development process. In modifying the site plan and developing a final site plan, Lessee will coordinate the development of the Above-Ground Wind Power Facilities with Lessor's uses of the Property. Before Lessee may commence construction of any Above-Ground Wind Power Facilities on the Property, Lessee shall submit to Lessor for Lessor's approval a site plan (the "**Site Plan**") showing: (a) the location, footprint or centerline, as applicable, of Above-Ground Wind Power Facilities to be constructed on the Property, (b) the location and design of any fences or gates to be placed on the Property, and (c) proposed corridors for underground electrical collection and communication lines on the Property; provided, however, the locations, width, and configuration of such underground collection and communication lines remain within the sole discretion of Lessee and are to be included in such Site Plan for informational purposes only and are not subject to Lessor's approval. Lessor will not unreasonably withhold, delay or condition approval of the Site Plan. Once agreed upon by Lessor and Lessee, the Site Plan shall be attached to and incorporated into the Lease as Exhibit "C" by an amendment to the Lease. After the incorporation of a Site Plan into the Lease, Lessee may from time-to-time make certain changes to the Site Plan, and to the extent such changes are material and relate to Above-Ground Wind Power Facilities, Lessee shall submit a revised site plan incorporating such material changes (a "**Revised Site Plan**") to Lessor for Lessor's approval (such approval not to be unreasonably withheld, delayed or conditioned). Said Revised Site Plan shall include a notice notifying Lessor that Lessor shall have thirty (30) days after receipt of a Revised Site Plan to object to any such material changes ("**Approval Period**"). If Lessor does not notify Lessee in writing prior to the expiration of the Approval Period of any such objections, Lessor shall be deemed to have approved the Revised Site Plan, and the Revised Site Plan shall replace and, for all purposes hereunder, become the Site Plan and be incorporated into the Lease. Should Lessor object

in writing to a Revised Site Plan within the Approval Period, Lessor and Lessee shall promptly work in good faith to agree upon a mutually acceptable Revised Site Plan. If Lessor and Lessee, after working in good faith cannot agree upon a Revised Site Plan, Lessee may, at its election, either (i) construct Above-Ground Wind Power Facilities as shown on the Site Plan approved by Lessor, if any, or (ii) not construct any Above-Ground Wind Power Facilities on the Property and maintain this Lease for wind capture rights, underground facilities (which may be located as determined by Lessee, in Lessee's sole discretion), and such other rights granted to Lessee herein.

12.10.2. For purposes of the Site Plan and other provisions of this Lease, the terms "**Above-Ground Wind Power Facilities**" or "**Primary Wind Power Facilities**" shall include: (a) Generating Units (b) roads, and (c) permanent meteorological towers, but shall expressly exclude any underground lines, wires and cables associated with electrical transmission and distribution, and communications facilities.

12.10.3. Once a Site Plan is approved by Lessor, Lessee shall have the right, but not the obligation, to construct (i) Above-Ground Wind Power Facilities on the Property in substantial compliance with the Site Plan or a revised site plan that does not contain material changes to the Site Plan, and (ii) underground electrical collection and communication lines in locations, width, and configurations as determined by Lessee, in Lessee's sole discretion. All Above-Ground Wind Power Facilities shall be constructed substantially as shown on an approved Site Plan. Nothing in this Section 12.10 shall obligate Lessee to install any facilities or improvements shown on the Site Plan or any preliminary site plan.

12.10.4. For purposes of this Section 12.10, and by way of illustration and not limitation, it is agreed that the following, non-exhaustive list of changes shall not be considered material changes to an approved Site Plan or Revised Site Plan and shall not require additional approval by Lessor: (i) the relocation of any Above-Ground Wind Power Facilities (excluding Generating Units), or the centerline thereof, by not more than 50 feet; or (ii) the relocation of any Generating Unit by not more than 100 feet. All measurements described in this subsection 12.10.4 shall be measured from the Site Plan.

12. Access Roads. Section 12.9.8 of the Lease is hereby amended by replacing the second sentence with the following: "All roads constructed by Lessee shall be four season gravel road that either (a) utilize a 3M barrier product or similar quality product or (b) are cement stabilized."

13. Aerial Spraying. A new Section 7.8 shall be added to the Lease as follows:

7.8 Aerial Spraying. Upon request by Lessor or Lessor's Spraying Representative (as defined below), Lessee agrees to shut down (each shut down is a "**Curtailment**") one or more Generating Units on the terms below at times as may be reasonably necessary in connection with the aerial spraying of crops on the Property. Lessee's agreement to make Curtailments is conditioned upon Lessor and Lessor's Spraying Representative cooperating with Lessee to agree upon and then follow the reasonable procedures to safely accomplish Curtailments and aerial spraying agreed in writing from time to time by Lessee and by Lessor or Lessor's Spraying Representative in advance of any requested Curtailment ("**Curtailment Procedures**"). Lessee shall have no obligation to make a Curtailment if no Curtailment

Procedures are in place, or if Lessor or Lessor's Spraying Representative do not follow the Curtailment Procedures. Lessor's "Spraying Representative" may be a farm tenant, farm manager, aerial sprayer or other responsible person designated by Lessor and reasonably acceptable to Lessee. Upon request, Lessee will provide Lessor or Lessor's Spraying Representative with a site plan of the Project, Generating Units and meteorological tower coordinates, heights, and other information reasonably necessary or helpful for the aerial sprayer to spray the Property. Curtailment Procedures shall at a minimum address the time in advance of spraying that Lessor or Lessor's Spraying Representative shall provide notice to Lessee to assure a timely Curtailment, and an "all clear" notice from Lessor or Lessor's Spraying Representative to Lessee as soon as spraying is complete so the Curtailment may be safely ended. Curtailment will include yawing the Generating Units reasonably designated by Lessor or Lessor's Spraying Representative located along the planned route of the spray plane. The rotors of the Curtailed Generating Units will be yawed to a position in which the blades of the rotor are parallel to the planned route of the spray plane that Lessor or Lessor's Spraying Representative provide to Lessee. It may not be feasible to stop rotation of Generating Units rotors depending on the type of Generating Unit used in the Project. The period(s) of Curtailment requested shall not exceed a total of 6 hours per Generating Unit per calendar year. For the safety of personnel working at the Project, Lessor or Lessor's Spraying Representative will notify Lessee an agreed time in advance of all planned aerial spraying on the Property as provided in the Curtailment Procedures, even if no Curtailment is requested.

14. Disposal of Animal Carcasses. A new Section 8.8 shall be added to the Lease as follows:
 - 8.8 Disposal of Animal Carcasses. Lessor agrees to take all reasonable measures to avoid attracting scavenging birds and other animals by ensuring all animal carcasses on the Property are immediately (to the extent permitted by applicable law) burned, buried, adequately and completely composted by covering with an adequate amount of earth or mulch, cooked or placed in enclosed containers with lids if such carcasses will be removed at a later time from the Property. Animal carcasses shall not be left in open fields or adjacent to buildings and shall not be left uncovered or exposed.
15. Binding Effect. All provisions contained in this Amendment shall be binding upon, inure to the benefit of, and be enforceable by, Lessor and Lessee and, as provided in the Agreement, their respective successors and assigns.
16. Memorandum. The Parties shall execute and record an amendment to the memorandum of this Lease in the form attached hereto as Exhibit B (attached hereto and incorporated herein by this reference).

The undersigned have executed this Comprehensive Amendment to Existing Wind Energy Lease (Iowa – North English) to be effective as of the 29 date of June, 2017.

LESSOR:

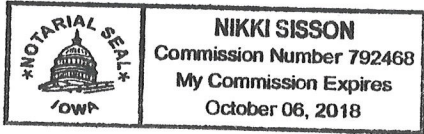
[Signature]
Lynn E. Merck

[Signature]
Donna R. Merck

Address: P.O. Box 308
Kalona, Iowa 52247

STATE OF Iowa)
) ss.
COUNTY OF Washington

This record was acknowledged before me on June 29th, 2017, by Lynn E. Merck and Donna R. Merck, husband and wife.



STAMP

[Signature]
Nikki Sisson Notary Public
My commission expires: Oct, 06 2018

LESSEE:

NORTH ENGLISH WIND PROJECT, LLC,
a Delaware limited liability company

By: Vicki Schumacher

Name: VICKI SCHUMACHER

Title: VICE PRESIDENT

Address: 16105 West 113th Street, Suite 105
Lenexa, Kansas 66219

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 29th day of June, 2017, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Vicki Schumacher, to me personally known, who being by me duly sworn, did say that he is the Vice President of North English Wind Project, LLC a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and said Vice President acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

06/26/2021
[SEAL]

Scott Alfred Acosta
Notary Public in and for said County and State

Print Name: Scott Alfred Acosta

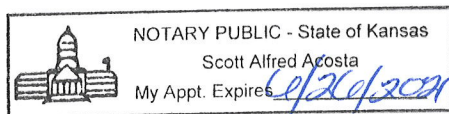


EXHIBIT A

LEGAL DESCRIPTION

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

The East One-half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty-eight (28), Township Seventy-nine (79) North, Range Fourteen (14) West of the 5th P.M., Poweshiek County, Iowa.

EXHIBIT B
MEMORANDUM OF LEASE

RECORDER'S COVER SHEET

Name of Document: Memorandum of Comprehensive Amendment to Existing Wind Energy Lease
(Iowa-North English)

Preparer Information:

Matt Gilhousen
North English Wind Project, LLC
16105 W. 113th Street, Ste. 105
Lenexa, Kansas 66219-2305
Phone: 913-888-9463

Taxpayer Information (name and complete address)

Lynn E. Merck and Donna R. Merck
P.O. Box 308
Kalona, IA 52247

Return Document to:

Matt Gilhousen
North English Wind Project, LLC
16105 W. 113th Street, Ste. 105
Lenexa, Kansas 66219-2305
Phone: 913-888-9463

Lessor(s): Lynn E. Merck and Donna R. Merck, husband and wife

Lessee(s): NORTH ENGLISH WIND PROJECT, LLC, a Delaware limited liability company

Legal Description: See Exhibit A

Document or instrument number of previously recorded document:

Book 0858, Page 0578

MEMORANDUM OF COMPREHENSIVE AMENDMENT TO EXISTING WIND ENERGY LEASE

The “Parties” to this Memorandum of Comprehensive Amendment to Existing Wind Energy Lease (Iowa – North English) (“**Comprehensive Amendment Memorandum**”) are the persons and entities identified below as “Lessor” and “Lessee”.

“**Lessor**”: Lynn E. Merck and Donna R. Merck, husband and wife, and their successors in interest.

“**Lessee**”: North English Wind Project, LLC, a Delaware limited liability company, and its successors and assigns

Legal Description: See Exhibit “A”, attached hereto (the “**Property**”).

Existing Agreements Affected by this Amendment: That certain Wind Energy Lease (Iowa – English Farms) dated September 1, 2009 (“**Effective Date**”) between Lessor and English Farms Wind Project, LLC (“**English Farms**”), as may have been amended (the “**Lease**”), and that certain Memorandum of Wind Energy Lease dated as of the Effective Date between Lessor and English Farms recorded as **Book 0858, Page 0578**, in the Poweshiek County records on September 21, 2009 (the “**Memorandum**”). The Lease and Memorandum are referred to collectively as the “**Existing Agreements**”. Pursuant to that certain Assignment and Assumption Agreement dated as of April 1, 2017, English Farms assigned its rights under the Existing Agreements to Lessee which such Assignment and Assumption Agreement was recorded as Instrument No. 2017-01566 in the Poweshiek County records on May 12, 2017.

RECITALS

- A. The Parties have entered into that certain Comprehensive Amendment to Existing Wind Energy Lease (the “**Amendment**”) of even date herewith, which, among other things, amended and restated the Term of the Lease.
- B. The Parties desire to amend the Memorandum based upon the terms and conditions provided herein, and the Parties have executed and acknowledged this Comprehensive Amendment Memorandum and are recording the same for the purpose of providing constructive notice of the Amendment and Existing Agreements and Lessee’s rights thereunder.

AGREEMENT

1. Term. The Lease shall initially be for a term commencing on the Effective Date and ending on the sooner to occur of: (a) ten (10) years after the Effective Date or December 31, 2019, whichever is later or (b) the date on which the Extended Term (as defined below) commences. Lessee shall have the right and option to extend the term of the Lease for one additional forty-two (42) year period (the “**Extended Term**”), upon the terms set forth in the Lease and Amendment.
2. Wind Power Facilities. The definition of “Wind Power Facilities” as provided in Section 1 of the Memorandum is hereby amended to delete therefrom the following types of facilities: laydown areas and maintenance yards; overhead electrical transmission lines, substations, interconnection, and/or switching facilities; and control, maintenance and administration buildings.
3. Ratification of Existing Agreements as Modified by the Amendment and this Comprehensive Amendment Memorandum. Except as the Lease may be modified by the Amendment or the Memorandum may be modified by this Comprehensive Amendment Memorandum, the Parties hereby ratify and agree to the terms, conditions and binding effect of each Existing Agreement regardless of whether the Existing

Agreement: (i) was executed by the undersigned Lessor or prior parties in title to the Property, (ii) was executed by all necessary parties, (iii) was executed by the proper parties, (iv) contained defective or missing acknowledgments, (v) contained errors in the legal description of the Property, (vi) failed to include parts of the Property or included other lands no longer considered to be a part of the Property, or (vii) contained other defects or omissions that would cause the document to be non-compliant with requirements of Iowa law and the Iowa Land Title Standards of the Iowa State Bar Association. It is the intention of the Parties that the Amendment and this Comprehensive Amendment Memorandum will cure any such deficiencies that may exist in each of the Existing Agreements. Except as the Lease may be modified by the Amendment or the Memorandum may be modified by this Comprehensive Amendment Memorandum, the Existing Agreements remain unchanged and in full force and effect.

4. Interpretation. This Comprehensive Amendment Memorandum is not intended and may not be construed to modify or alter in any way the terms and conditions of the Lease as modified by the Amendment. In the event of a conflict or inconsistency between the provisions of this Comprehensive Amendment Memorandum and the terms and conditions of the Lease as modified by the Amendment, the Lease as modified by the Amendment shall control for all purposes.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

LESSEE:

**NORTH ENGLISH WIND PROJECT, LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

Address: 16105 West 113th Street, Suite 105
Lenexa, Kansas 66219

STATE OF _____)

) ss.

COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came _____, to me personally known, who being by me duly sworn, did say that he is the _____ of North English Wind Project, LLC a Delaware limited liability company, that said instrument was signed and delivered on behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission Expires:

Notary Public in and for said County and State

[SEAL]

Print Name: _____

EXHIBIT A

LEGAL DESCRIPTION

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

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