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Recording Fee: \$32.00 Transfer Tax: \$0

Dianna Longhenry, Recorder, Poweshiek County Iowa



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)

Gary Hiram Brouwer
229 Pearl Street, Apt. 408
Grinnell, Iowa 50112

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): Gary Hiram Brouwer (a/k/a Gary Brouwer), a single person

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: Instrument No. 2017-00914

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**”: Gary Hiram Brouwer (a/k/a Gary Brouwer), a single person, and his 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 - North English) dated April 15, 2017 (“**Effective Date**”) between Lessor and Lessee, as may have been amended (the “**Lease**”), and that certain Memorandum of Wind Energy Lease dated as of the Effective Date between Lessor and Lessee recorded as **Instrument No. 2017-00914**, in the Poweshiek County records on March 31, 2017 (the “**Memorandum**”). The Lease and Memorandum are referred to collectively as the “**Existing Agreements**”.

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]

The undersigned have executed this Memorandum of Comprehensive Amendment to Existing Wind Energy Lease (Iowa-North English) to be effective as of the 3rd date of October, 2017.

LESSOR:

Gary Hiram Brouwer
Gary Hiram Brouwer

Address: 229 Pearl Street, Apt. 408
Grinnell, Iowa 50112

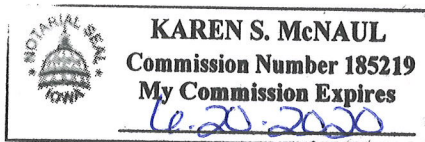
STATE OF Iowa)
) ss.
COUNTY OF Rowleshiek)

This record was acknowledged before me on Aug 29, 2017, by Gary Hiram Brouwer (a/k/a Gary Brouwer), a single person.

Karen S. McNaul
Karen S. McNaul Notary Public

STAMP

My commission expires: 6-20-2020



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)

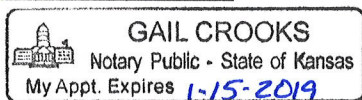
BE IT REMEMBERED, that on this 3rd day of October, 2017, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Vicki Schumacher, to me personally known, who being by me duly sworn, did say that he is the Vice President of North English Wind Project, LLC a Delaware 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:

1-15-2019

[SEAL]



Gail Crooks
Notary Public in and for said County and State

Print Name: Gail Crooks

EXHIBIT A

LEGAL DESCRIPTION

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

The Northwest Fractional Quarter of Section Four (4), Township Seventy-Nine (79) North, Range Fourteen (14) West of the Fifth P.M., Poweshiek County, Iowa, excepting therefrom Parcel A in the Northeast Fractional Quarter of the Northwest Quarter of Section Four (4), Township Seventy-nine (79) North, Range Fourteen (14) West of the Fifth P.M., Poweshiek County, Iowa, according to the Plat thereof appearing of record in Survey Book 6 at Page 52A, excepting therefrom that portion conveyed to the County of Poweshiek, recorded in Book 196 at page 537, more particularly described as:

Beginning at the N $\frac{1}{4}$ Corner of said Section 4; thence, S 1°08'34" W 280.00' along the East line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence N 90°00'00" W 777.86'; thence, N 1°08'34" E 280.00' to the North line of said Section 4; thence, N 90°00'00" E (assumed) 777.86' to the point of beginning. Parcel A contains 5.00 acres including 0.90 acres of public road easement.

AND LESS AND EXCEPT

The north 40 ft. of the NW $\frac{1}{4}$ Sec. 4, T79N, R14W of the 5th P.M. containing 0.42 acres, more or less, exclusive of present established roads.