Recorded: 9/14/2020 at 12:52:42.0 PM
County Recording Fee: $32.00
Iowa E-Filing Fee: $3.00
Combined Fee: $35.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 3146

Memorandum of Lease Agreement

Document Prepared By and
When Recorded Return to:

CED Manchester Wind, LLC
4301 W. 57th St., Suite 131
Sioux Falls, SD 57108
Attn: Sue Hansen
(605)306-6044

FIDELITY NATIONAL TITLE FCHI20002902I
1 of 1

Legal Description: See page 6

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CED Manchester Wind, LLC
4301 W. 57th St., Suite 131
Sioux Falls, SD 57108
Attn: Sue Hansen
(605) 306-6044

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("**Agreement**") is made on July 24th, 20 20 (the "**Effective Date**") between Anthony L. Funke and Joan M. Funke, husband and wife, ("**Lessor**"), and CED Manchester Wind, LLC, ("**Lessee**").

RECITALS

A. Lessor and Lessee (the "Parties") agree as follows:

B. On the date hereof, the Parties have entered into a certain Land Lease and Wind Easement Agreement dated July 24th, 2020 (the "Agreement"), whereby Lessor grants to Lessee wind rights to develop, construct, and install the Project on certain land described in Exhibit A – Premises attached hereto and incorporated herein by this reference (the "**Premises**").

C. The parties wish to give notice of the existence of such Agreement.

IN CONSIDERATION of the good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The term of the Agreement commences on the date hereof and continues for a period of at least twenty-five (25) years in accordance with the terms of the Agreement, unless otherwise terminated as provided in the Agreement.

2. The Parties desire to enter into this Memorandum, which is to be recorded in order that any third parties may have notice of the interests of the Lessee in the Premises and the existence of the Agreement and of certain rights granted to the Lessee in the Premises as part of the Agreement. Lessor has granted and hereby grants to Lessee:

    a. an exclusive right on, over, under and across the Premises for the term hereof for wind resource evaluation, wind energy development, the installation, construction, maintenance, repair, replacement and removal of wind turbine generators and other wind-energy producing facilities and related wind energy uses, all as described in the Agreement;

    b. a non-exclusive right on, over, under and across the Premises for above-ground and/or underground electrical transmission lines, conduit and related equipment, collection and transmission grid, power conditioning equipment, transformers,

telecommunications equipment and other related facilities, equipment and improvements; and

c. a non-exclusive right on, over and across any and all access routes to and from the Premises for purposes of ingress and egress to and from the Premises including road access and the right to install, maintain and repair roads and roadways on the Premises.

3. The Agreement and the easements and rights granted Lessee therein shall burden the Premises and shall run with the land. The Agreement shall inure to the benefit of and be binding upon the Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Agreement, any assignee of Lessor and Lessee and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Agreement.

5. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement; the terms of the Agreement shall prevail. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 24th day of July, 2020

LESSOR: Anthony L. & Joan M. Funke

By: Anthony L Funke
Anthony L. Funke

By: Joan Funke
Joan M. Funke

STATE OF Iowa)
) ss
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 24 day of July, 2020 by Anthony L. & Joan M. Funke.

Kelsey A Casey
Notary Public

KELSEY A. CASEY
Commission Number 825784
My Commission Expires
June 16, 2023

LESSEE:

CED Manchester Wind, LLC
a Delaware limited liability company

By: _____

Its: Vice President

STATE OF New York)
) ss
COUNTY OF Westchester)

The foregoing instrument was acknowledged before this 20th day of July, 2020 by Akshaya Bhargava, the Vice President of CED Manchester Wind, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

PAUL FARRELL MAPELLI
Notary Public, State of New York
No. 02MA4967056
Qualified in Rockland County
Commission Expires May 21, 2022

EXHIBIT A

DESCRIPTION OF THE LESSOR PROPERTY

Parcel ID: 270-03-00-008-00

The South one hundred thirty eight and one-fourth (138 1/4) acres of the Southwest Quarter (SW 1/4) of Section Three (3), Township Eighty Eight (88) North, Range Six (6), West of the Fifth P.M. in Delaware County, Iowa.