

SECOND AMENDMENT TO LAND LEASE AND WIND EASEMENT

This Second Amendment to Land Lease and Wind Easement (“Second Amendment”) is entered into and effective as of the 5th day of January, 2022, by Don W. Taylor, as Trustee of the William A. Taylor Revocable Inter Vivos Trust U/A dated February 22, 1991, and as Trustee of the Rita D. Taylor Revocable Inter Vivos Trust U/A dated February 22, 1991 (collectively, “Lessor”) and Zephyr Wind, LLC, a Delaware limited liability company (“Lessee”).

RECITALS

WHEREAS, Lessor and Minwind Energy, LLC, a Minnesota limited liability company (“Original Lessee”) entered into that certain Land Lease and Wind Easement, dated as of July 1, 2009, and recorded on July 1, 2009 at Document Number A 323548 in the Nobles County, Minnesota Clerk’s Office (the “Clerk’s Office”), as assigned to Lessee (as successor-by-merger to Moriah Wind LLC, a Minnesota limited liability company), pursuant to that certain Assignment and Assumption Agreement, dated as of November 4, 2011 and recorded on December 20, 2011 as Document Number A 333600 in the Clerk’s Office, and as amended by that certain Amendment to Lease dated as of December 15, 2011, and recorded on January 26, 2012, as Document Number A 334081 in the Clerk’s Office (collectively, and as amended, the “Lease”).

WHEREAS, pursuant to the terms of the Lease, Lessor allows Lessee the right to construct, install, operate and maintain wind turbines and related facilities on the Premises and Easement Premises.

WHEREAS, the Parties wish to further amend the Lease to, among other things, adjust payments owed to Lessor under the Lease and provide for additional options for the Lessee to extend the Term of the Lease.

NOW, THEREFORE, in consideration of the understandings and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee, intending to be legally bound, mutually agree to the following amendments and modifications of the Lease:

1. Definitions. Capitalized and noncapitalized terms used in this Second Amendment shall have the same meaning as ascribed to them in the Lease unless otherwise defined herein. All references to a Section or Subsection in this Second Amendment shall refer to a Section or a Subsection of or in the Lease.

2. Incorporation of Recitals. The foregoing recitals are incorporated in and made a part of this Lease Amendment by this reference.

3. Term. Section 2.1(c) is hereby deleted in its entirety and replaced with the following new Section 2.1(c):

“(c) Upon the expiration of the initial twenty-five (25) year Term or Easement Term, as applicable, Lessee shall have three (3) consecutive options to extend the Term or Easement Term, as applicable, an additional five (5) years each, with each such extension commencing upon the date the Term or Easement Term, as applicable, would otherwise expire. To exercise each option, Lessee shall provide written notice to Lessor no less than sixty (60) days in advance of the expiration date of then-existing Term or Easement Term or extension period thereof, as applicable.”

4. Rent. In consideration for the additional extension options granted by Lessor in this Second Amendment, Lessee agrees that Section 3.1(b) of the Lease is hereby deleted in its entirety and replaced with the following, provided that the rental amounts set forth below shall take effect commencing with the first annual rental payment due following any work by Lessee at the Premises related to increasing the length of Wind Turbine rotors:

“(b) The twelve (12) month periods beginning with the Commencement Date and each anniversary of the Commencement Date shall each be a lease year (“Lease Year”). If Lessee installs wind turbines on the Premises and/or Easement Premises, beginning with the Commencement Date, Lessee shall pay to Lessor an annual rental payment equal to Six Thousand Nine Hundred Dollars (\$6,900) per turbine located on the Easement Premises (“Rent”). In the event that Lessee elects to extend the Term pursuant to its first option to extend, Lessee shall pay Rent in the amount of Eight Thousand Six Hundred Twenty-Five Dollars (\$8,625) per turbine located on the Easement Premises per year for the term of such first five (5) year extension. In the event that Lessee elects to extend the Term pursuant to its second option to extend, Lessee shall pay Rent in the amount of Ten Thousand Seven Hundred Eighty-One Dollars (\$10,781) per turbine located on the Easement Premises per year for the term of such second five (5) year extension. In the event that Lessee elects to extend the Term pursuant to its third option to extend, Lessee shall pay Rent in the amount of Thirteen Thousand Four Hundred Seventy-Seven Dollars (\$13,477) per turbine located on the Easement Premises per year for the term of such third five (5) year extension. All Rent obligations shall be prorated for any partial year.”

5. Additional Payments. As further consideration for Lessor’s agreement to enter into this Second Amendment, Lessee agrees to pay to Lessor the following amounts: (a) One Thousand Dollars (\$1,000.00) upon execution by both parties of this Second Amendment, and (b) Two Thousand Dollars (\$2,000.00) upon commencement by Lessee of any work at the Premises related to increasing the length of Wind Turbine rotors. Should any such work result in any damage to crops, tile, fences tile systems and other property or other improvements on the Premises, Lessee shall pay Lessor fair compensation on the terms set forth in Section 6.2 of the Lease.

6. Compaction Payments. Section 6.2 is hereby deleted in its entirety and replaced with the following new Section 6.2:

“(a) The parties anticipate and acknowledge that Lessor or its renters may suffer damage to crops, tile, fences, tile systems (assuming Lessor has provided Lessee with the tile location pursuant to Section 1.1(b) and (d)) and other property or improvements on the Premises during Lessee's construction, installation and maintenance of Wind Facilities on the Premises. Lessee shall pay Lessor fair compensation for any damage to tile, fences and similar improvements, and for crop losses or damage, and, if the parties cannot reach agreement as to amount which would constitute fair compensation, the issue shall be submitted to arbitration before a qualified appraiser or any other arbitrator mutually agreed to by the parties. To the extent Lessee pays Lessor compensation for crop losses or similar damages suffered by a tenant of Lessor, Lessor shall pay the tenant the applicable compensation and Lessor agrees to indemnify and hold Lessee harmless from any failure by Lessor to advance or remit such compensation to its tenant. After construction is complete, Lessee shall not be responsible to pay Lessor or its renters any losses of income, rent, business opportunities, profits or other losses arising out of Lessor's inability to grow crops or otherwise use that portion of the Premises occupied by the Wind Facilities.

(b) Lessee acknowledges that the travel of cranes and other heavy equipment across the Lessor Property during construction of the Wind Facilities may cause compaction of the underlying soil that adversely impacts crop growth for a period of time after the completion of the Wind Facilities. Lessee agrees to use reasonable efforts to minimize such travel over Lessor's cropland. To the extent such travel occurs, Lessor and Lessee agree to work together in good faith to identify the scope of the affected area (the “Compacted Area”). In addition to Lessee’s payment for crop losses or damage outside of the Compacted Area, Lessee shall pay Lessor according to the following schedule for the impact of compaction on Lessor’s ability to cultivate crops on the Compacted Area:

Upon determination by the parties of the nature and extent of compaction, which determination will be made within thirty (30) days after the completion of work by Lessee at the Premises related to increasing the length of Wind Turbine rotors (“Completion of Repowering”), an amount equal to one hundred percent (100%) of the Compaction Factor.

On the first (1st) anniversary of the Completion of Repowering, an amount equal to seventy-five percent (75%) of the Compaction Factor.

On the second (2nd) anniversary of the Completion of Repowering, an amount equal to fifty percent (50%) of the Compaction Factor.

On the third (3rd) anniversary of the Completion of Repowering, an amount equal to twenty-five percent (25%) of the Compaction Factor.

“Compaction Factor” shall mean an amount equal to the number of acres in the Compacted Area, multiplied by the actual production history yield for the impacted

crop within the Compacted Area, as used for the Federal Crop Insurance program, multiplied by the fair market cash price for the impacted crop on the open market as of the most recent harvest season for the impacted crop.”

7. Notice. Section 10.1 of the Lease is hereby deleted in its entirety and replaced with the following:

“Section 10.1 **Notice**

All notices, consents, claims, demands and waivers under this Lease shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier that retains evidence of delivery; (c) on the date sent by e-mail of a .pdf document (with confirmation of transmission) if sent during normal business hours of the recipient and followed within a reasonable time by delivery of notice by another means authorized by this Section 10.1 (provided that such notice will be effective on the next business day if sent after normal business hours of the recipient); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.1):

To Lessor: Don W. Taylor
5120 Circle Down
Golden Valley, MN 55416

To Lessee: Zephyr Wind, LLC
c/o Greenbacker Renewable Energy Corporation
230 Park Avenue, Suite 1560
New York, NY 10169
Attention: General Counsel
Email: generalcounsel@greenbackercapital.com”

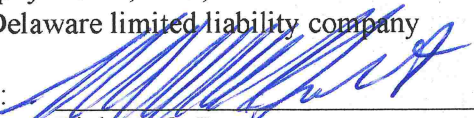
8. Effect of Amendment. Except as specifically modified by this Second Amendment, all of the remaining terms and conditions set forth in the Lease shall remain unchanged and in full force and effect.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment on the date first written above.

LESSEE:

Zephyr Wind, LLC,
a Delaware limited liability company

By: 
Name: Richard C. Butt
Title: Chief Financial Officer

ACKNOWLEDGMENT

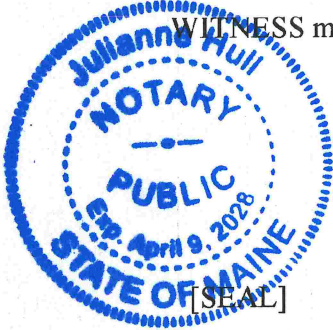
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

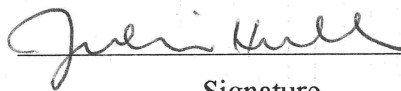
STATE OF Maine)
) ss.
COUNTY OF Cumberland)

On January 5, 2022, before me, Julianne Hull, a Notary Public, personally appeared Richard C. Butt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

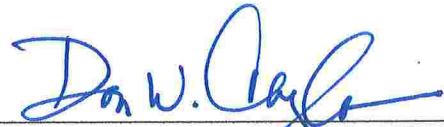
WITNESS my hand and official seal.




Signature

SIGNATURE PAGE

LESSOR:



Don W. Taylor, as Trustee of the William A.
Taylor Revocable Inter Vivos Trust U/A
dated February 22, 1991

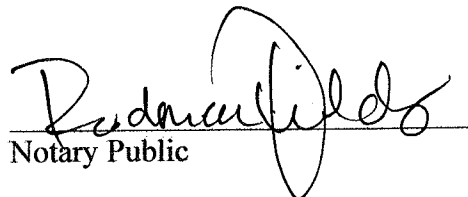


Don W. Taylor, as Trustee of the Rita D.
Taylor Revocable Inter Vivos Trust U/A
dated February 22, 1991

SIGNATURE PAGE

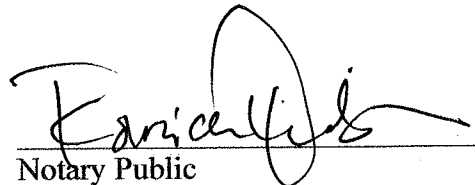
STATE OF Minnesota)
) ss.
COUNTY OF Wobes)

The foregoing instrument was acknowledged before me this 15th day of August, 2021 by Don W. Taylor, as Trustee under the William A. Taylor Revocable Inter Vivos Trust U/A dated February 22, 1991.


Notary Public

STATE OF Minnesota)
) ss.
COUNTY OF Wobes)

The foregoing instrument was acknowledged before me this 15th day of August, 2021 by Don W. Taylor, as Trustee of the Rita D. Taylor Revocable Inter Vivos Trust U/A dated February 22, 1991.


Notary Public

SIGNATURE PAGE