

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

✓ EDF Renewable Development, Inc.
Attn: Corporate Real Estate
15445 Innovation Drive
San Diego, CA 92128-3432
Project: Slate Creek
Skibbe, Julia M. Trust

State of Kansas, Sumner County SS:
Filed for record on the 21st Day of
November, 2015 A.D. at
a clock 2:30 P.M. and recorded in photo
Book 969 at page 65
fees \$
Jessica D. Anderson
Jessica D. Anderson

Space above for Recorder's Use Only

THE UNDERSIGNED LESSEE DECLARES
DOCUMENTARY TRANSFER TAX IS \$ exempt

MEMORANDUM OF SECOND AMENDMENT TO WIND FARM LEASE

This MEMORANDUM OF SECOND AMENDMENT TO WIND FARM LEASE (this "Memorandum") is entered into as of December 15, 2015 by and between Julia M. Skibbe, Trustee of the Julia M. Skibbe Revocable Trust ("Lessor"), and EDF Renewable Development, Inc., a Delaware corporation (formerly known as enXco Development Corporation, a Delaware corporation), its successors and/or assigns ("Lessee"). Each of the foregoing parties is referred to collectively as the "Parties".

RECITALS

A. Lessor and Lessee are parties to that certain Wind Farm Lease Agreement dated and effective November 11, 2010, as amended by that certain unrecorded First Amendment to Easement for Wind Energy Development dated September 4, 2013, (collectively, the "Lease"). Lessor agreed to lease to Lessee land located in Sumner County, Kansas, and described in Exhibit A attached to the Lease (the "Property").

B. A Memorandum of Wind Farm Lease Agreement was recorded in the Official Records of Sumner County, Kansas on January 14, 2011, in Book 0823 at Page 0367.

C. On the date hereof, Lessor and Lessee entered into that certain Second Amendment to Wind Farm Lease (the "Amendment") which amends certain terms and financial terms set forth in the Lease, as more particularly set forth below and in the Amendment.

C. The purpose of this Memorandum is to give public notice of the existence of the Amendment. In the event, however, of any inconsistency between this Memorandum and the terms and conditions of the Amendment, the Amendment shall prevail.

AGREEMENT

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

1. Defined Terms. Capitalized terms used but not defined in the Second Amendment shall have the meaning assigned to such terms in the Lease, and the rules of interpretation set forth in the Lease shall be applicable to this Second Amendment.

2. Effect on the Lease. Except as specifically amended in the Second Amendment, the Lease is and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Lessee and Lessor.

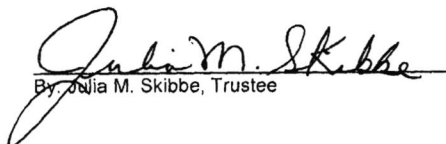
3. The purpose of this Memorandum is to give public notice of the existence of the Second Amendment. In the event, however, of any inconsistency between this Memorandum and the terms and conditions of the Second Amendment, the Second Amendment shall prevail.

4. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

LESSOR:

The Julia M. Skibbe Revocable Living Trust


By Julia M. Skibbe, Trustee

STATE OF KANSAS)
) SS:
SUMNER COUNTY)

Before me, a Notary Public in and for said County and State, on this day personally appeared Julia M. Skibbe, Trustee of the Julia M. Skibbe Revocable Trust, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

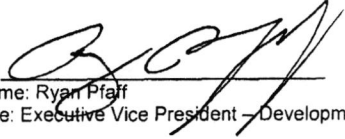
In witness whereof, I have hereunto set my hand and official seal this 6th day of November, 2015.

My appointment expires:


Notary Public



LESSEE:
EDF Renewable Development, Inc.,
a Delaware corporation

By: 
Name: Ryan Pfaff
Title: Executive Vice President - Development

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 CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 2015, before me, _____, a Notary Public, personally appeared Ryan Pfaff, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

See Attached Certificate

Notary's Signature

[Notarial Seal]

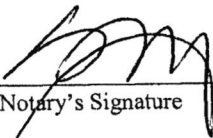
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On December 15, 2015, before me, Susie Yee Stricklin, a Notary Public, personally appeared Ryan Pfaff, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary's Signature



[Notarial Seal]

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Lots 1 and 2 in Section 3, Township 34 South, Range 1 East of the 6th P.M., Sumner County, Kansas.

The North Half of the Northwest Quarter, Section 2, Township 34 South, Range 1 East of the 6th P.M., Sumner County, Kansas.

Tax Parcel ID Number:

096-262-03-0-00-00-001.00-0 (as to Lots 1 and 2)

096-261-02-0-00-00-001.01-0 (as to the N $\frac{1}{2}$ NW $\frac{1}{4}$)