Recorded: 11/3/2023 at 10:27:10.0 AM

County Recording Fee: \$37.00 Iowa E-Filing Fee: \$3.00 Combined Fee: \$40.00

Revenue Tax:

Delaware County, Iowa
Daneen Schindler RECORDER

BK: 2023 PG: 2772

Prepared By: Kelli J. Orton, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309; (515) 242-2400 Return To: Mehul Mehta, c/o Greenbacker Renewable Energy Corporation, 230 Park Avenue, Suite 1560, New York, NY 10169

Previously Recorded Documents: Book 2011, Page 417; Book 2011, Page 3679; Book 2023, Page 1604

CORRECTIVE MEMORANDUM OF FIRST AMENDMENT TO WIND FARM EASEMENT AGREEMENT

(Elk Wind Farm)

This Memorandum of First Amendment to Wind Farm Easement Agreement (the "Memorandum") is executed this 11th day of July, 2023, by and between Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Robert E. Beswick Revocable Trust dated February 28, 2020, and Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Therese H. Beswick Revocable Trust dated February 28, 2020 ("Owner" or "You") and Elk Wind Energy LLC, an Iowa limited liability company ("Elk" or "We").

WHEREAS, Robert A. Holtz ("Original Owner"), and Elk entered into a Wind Farm Easement Agreement dated on or about January 6, 2011 as evidenced by a certain Memorandum of Wind Farm Easement Agreement recorded in the Office of the Recorder of Delaware County, Iowa (the "Recorder's Office"), on January 31, 2011 at Book 2011, Page 417, and as amended by a certain Supplemental Exhibit recorded in the Recorder's Office on November 15, 2011 at Book 2011, Page 3679 (collectively, the "Agreement"), covering certain real property referred to in the Agreement as "Your Property", as legally described on Exhibit A, attached hereto and incorporated herein. Capitalized terms used but not defined in this First Amendment have the meanings given to them in the Agreement; and

WHEREAS, the estate of the Original Owner conveyed Your Property to You in October of 2020, and You are the successor in interest to Original Owner under the Agreement; and

WHEREAS, Under the terms of the Agreement, Elk has constructed the Wind Farm; and

WHEREAS, Elk is planning to perform work at the Wind Farm to upgrade certain components of the Wind Energy Facilities, which may include, without limitation, installing longer turbine blades (the "Repowering"). The planning process, market conditions, availability of labor and supplies, and financing are among the factors that influence whether and when Elk will undertake the Repowering. However, Elk currently expects to commence the Repowering before the end of 2023; and

WHEREAS, Owner and Elk entered into an amendment to the Easement on June 12, 2023 (the "First Amendment").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. **Exhibit E**, attached hereto and incorporated herein, shall replace Exhibit C.
- 2. The "Term" of the Turbine Site Easement and the Met Tower Site Easement has been extended for one additional 25 year term (the "Renewal Term") to begin at the end of the Term. The Construction Easement, Access Easement, Collection Facilities Easement, Overhang Easement, Wind Non-Obstruction Easement, Noise Easement, Light and Shadow Easement and Studies Easement shall continue so long as any of the Wind Energy Facilities in the Wind Farm exist, including replacements, unless terminated earlier in writing by Elk.
- 3. All notices or other communications required or permitted by the Agreement shall be made to the addresses below:

If to Owner: Robert E. Beswick and Therese H. Beswick Revocable Trusts

c/o Robert E. Beswick & Therese H. Beswick, Co-Trustees

2176 150th St. Greeley, IA 52050

If to Elk: Elk Wind Energy LLC

c/o Greenbacker Renewable Energy Corporation

230 Park Avenue, Suite 1560 New York, NY 10169 Attention: General Counsel

- 4. Other terms of the Amendment are as set forth in the Amendment.
- 5. This Memorandum may be executed in one or more counterparts or using counterpart signature and acknowledgment pages, all of which, when taken together, shall constitute one instrument.

THIS CORRECTIVE MEMORANDUM IS RECORDED TO REPLACE EXHIBIT E IN THE MEMORANDUM RECORDED IN BOOK 2023, AT PAGE 1604.

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

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

ELK:
ELK WIND ENERGY LLC,
an Iowa limited liability company

By:
Name:
Charles Wheeler
Title:
Authorized Signatory

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 New York)
COUNTY OF New York) ss.)
appeared Charles Wheeler , person(s) whose name(s) is/are su he/she/they executed the same in his	3, before me, Katelyn Esper, a Notary Public, personally who proved to me on the basis of satisfactory evidence to be the abscribed to the within instrument and acknowledged to me that her/their authorized capacity(ies), and that by his/her/their signature(s) rethe entity upon behalf of which the person(s) acted, executed the
I certify under PENA foregoing paragraph is true and corr	LTY OF PERJURY under the laws of the State of New York that the ect.
WITNESS my hand a	and official seal.
	Kathlyn General Signature
[SEAL]	KATELYN FERRIS ESPER Notary Public - State of New York NO. 01ES6446046 Qualified in Kings County My Commission Expires Jan 9, 2027

	OWNER: ROBERT E. BESWICK REVOCABLE TRUST DATED FEBRUARY 28, 2020
	By: Name: Robert E. Beswick Its: Co-Trustee By: Manual Alexander Name: Therese H. Beswick Its: Co-Trustee
·	THERESE H. BESWICK REVOCABLE TRUST DATED FEBRUARY 28, 2020
	Name: Robert E. Beswick Its: Co-Trustee
	By: Kerese Fund Desurek Name: Therese H. Beswick Its: Co-Trustee
	ACKNOWLEDGMENT
STATE OF IOWA)
COUNTY OF LOUZE) ss.)
This instrument was acknowledged by Therese H. Beswick, as Co-Trustees	pefore me on 2023, by Robert E. Beswick and of the Robert E. Beswick Revocable Trust dated February 28, 2020,

Trust dated February 28, 2020.

and Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Therese H. Beswick Revocable

EXHIBIT A LEGAL DESCRIPTION OF YOUR PROPERTY

The East eighteen (18) acres of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-Five (25), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., EXCEPT Parcel "A" in the Northeast 1/4 of the Northeast 1/4 of said Section 25 as shown in a Plat of Survey recorded at Book 2160 of the Delaware County records.

Net Acreage of Parcel per Assessor's Records: 12.37

EXHIBIT E

