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Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2943

Prepared by: Jeffrey I. Nielson, Stoel Rives LLP, 101 S. Capitol Blvd, Suite 1900, Boise, ID 83702
Return to: Mehul Mehta, c/o Greenbacker Renewable Energy Corporation, 230 Park Avenue, Suite 1560, New York, NY 10169

FIRST AMENDMENT TO WIND FARM NEIGHBOR AGREEMENT (Elk Wind Farm)

This First Amendment to Wind Farm Neighbor Agreement (“**First Amendment**”) is entered into as of the 13th day of May, 2023, by and between Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Robert E. Beswick Revocable Trust and Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Therese H. Beswick Revocable Trust (together, “**Owner**” or “**You**”) and Elk Wind Energy LLC, an Iowa limited liability company (“**Elk**” or “**We**”).

BACKGROUND

A. Robert A. Holtz (“**Holtz**”) (predecessor-in-interest to Owner) and Elk entered into a Wind Farm Neighbor Agreement dated on or about January 6, 2011 (the “**Agreement**”), which was recorded (except for Exhibits B, C and D thereto, which were not recorded) in the official records of the Recorder of Delaware County, Iowa, on December 5, 2011 at Book 2011, Page 3914. Capitalized terms used but not defined in this First Amendment have the meanings given them in the Agreement.

B. Under the terms of the Agreement, Elk has constructed Wind Energy Facilities on property adjacent to Owner’s real property legally described on **Exhibit A** attached hereto and referred to as “**Your Property**” in the Agreement. Your Property was conveyed pursuant to that certain Court Officer Deed by and between The Estate of Robert A. Holtz and You dated as of October 22, 2020, which was recorded in the official records of the Recorder of Delaware County, Iowa, on October 26, 2020, in Book 2020, at Page 3786.

C. 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.

D. The purpose of this First Amendment is to (1) provide Elk with necessary rights to perform the Repowering; (2) provide for compensation to Owner for any inconvenience experienced by Owner as a result of the Repowering; (3) extend the Term of the Agreement; and (4) clarify Elk's payment obligations under the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Elk and Owner agree as follows:

1. Incorporation. Paragraphs A through D of the above Background section are incorporated into and made a part of this First Amendment by this reference.

2. Effect of Amendment. Except as specifically modified by this First Amendment, all of the terms and conditions set forth in the Agreement will remain unchanged and in full force and effect. Owner hereby reaffirms the Agreement, as amended.

3. Repowering; Cooperation. Owner consents to the Repowering and agrees to reasonably cooperate with Elk to achieve the Repowering, including by executing and delivering to Elk any agreements, certificates, instruments and documents that Elk may reasonably request in connection with the Repowering.

4. Term. Section 8.1 is hereby deleted in its entirety and replaced with the following new Section 8.1:

"8.1 TERM AND EXPIRATION DATE. The term of this Agreement and of the easements begins upon the signing of this Agreement by the parties, and will end on the "expiration date," which is the date that is fifty-five (55) years after the Commercial Operation Date of the Wind Farm. "Commercial Operation Date" for purposes of this Agreement means the date the Wind Energy Facilities are constructed, tested, interconnected with the transmission provider's transmission and distribution system, staffed and operational. The parties agree that the Commercial Operation Date occurred on December 1, 2011 and that the expiration date of this Agreement is, therefore, December 1, 2066."

5. Payment Obligations. Until the expiration date or earlier termination of this Agreement, Elk will continue to make payments to Owner under the terms of the Agreement, as amended by this First Amendment. **Exhibit D-1** to this First Amendment describes the amounts Elk will pay to Owner for (a) consideration for this First Amendment, (b) compensation for any inconvenience experienced by Owner in connection with the Repowering, and (c) annual Easement Payments. Exhibit D-1 shall supersede Exhibit D to the Agreement for all payments due on and after the effective date of this First Amendment. Exhibit D-1 to this First Amendment will not be recorded.

6. Notice. The addresses for Owner and Elk set forth in the “Parties” section of the Agreement are hereby deleted in their entirety, and Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

“7. **NOTICE**. All notices under this Agreement 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 (with confirmation of transmission) if sent during normal business hours of the recipient (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 7):

To Owner: Robert E. Beswick Revocable Trust
 2176 150th Street
 Greeley, IA 52050

 Therese H. Beswick Revocable Trust
 2176 150th Street
 Greeley, IA 52050

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

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

OWNER:

Robert E. Beswick Revocable Trust

By: [Signature]
Name: Robert E. Beswick
Its: Co-Trustee

By: [Signature]
Name: Therese H. Beswick
Its: Co-Trustee

Therese H. Beswick Revocable Trust

By: [Signature]
Name: Robert E. Beswick
Its: Co-Trustee

By: [Signature]
Name: Therese H. Beswick
Its: Co-Trustee

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Black Hawk) ss.

This instrument was acknowledged before me on May 12, 2023, by Robert E. Beswick and Therese H. Beswick, as Co-Trustees of the Robert E. Beswick Revocable Trust and the Therese H. Beswick Revocable Trust.

[Signature]
Signature of Notary Public



My commission expires: 6/19/25

EXHIBIT A
LEGAL DESCRIPTION OF YOUR PROPERTY

Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty-four (24), Township Ninety (90) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa.

Net Acreage of Your Property as determined by the County Assessor's records (or if net acreage cannot be determined from the County Assessor's records, net acreage shall be determined by accurate survey or agreement of the parties): 38.00