HENRY COUNTY, IL BARBARA M. LINK COUNTY CLERK-RECORDER

RECORDED ON 07/24/2009

DOCUMENT TIME 10:49:16AM

REC. FEE: 33.00 RHSPS FEE: 10.00 PAGES: 6

# **GRANT OF EASEMENTS**

(the "Grant of Easements")

#### PREPARED BY:

Invenergy Wind LLC Attn: Joseph Condo One South Wacker Drive Suite 1900 Chicago, IL 60606 312-224-1400

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Invenergy Wind Development LLC c/o Invenergy LLC Attn: Land Administration One South Wacker Drive Suite 1900 Chicago, IL 60606 312-224-1400

See Exhibit A

Parcel Number 23-34-100-005 23-34-100-004 23-34-300-006

THIS GRANT OF EASEMENTS is made, dated and effective as of My 20, 2009 (the "Effective Date"), between Lowell E. Bjorling Living Trust (together with their successors, assigns and heirs, "Owner"), and Invenergy Wind Development LLC (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Grant of Easements.

- 1. Grant of Easement and Profits. For good and valuable consideration, the receipt of which is hereby acknowledged by Owner, Owner hereby grants, bargains, sells, conveys and warrants to Grantee an exclusive easement for wind energy purposes and for any and all activities related thereto upon, over, across and under the real property of Owner located in the County of Henry, State of Illinois and legally described on Exhibit A attached hereto and incorporated herein (the "Property"), together with the right to all rents, royalties, credits and profits derived from wind energy purposes upon, over, across and under the Property.
- 2. Under this Grant of Easements, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, and "any and all activities related thereto" includes, without limitation:

- (a) determining the feasibility of wind energy conversion and other power generation on the Property or on adjacent lands, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples;
- (b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground electrical and communication lines, aboveground electrical and communications lines between Grantee's substations and an energy distribution facility (such overhead lines specifically not being permitted between the locations of wind turbine electricity generation and Grantee's substation), electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment (collectively "Windpower Facilities") on the Property;
- (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time;
- (d) allowing the rotors of wind turbines installed on adjacent land to overhang the Property;
- (e) capturing, using and converting the unobstructed wind resources over and across the Property; and
- (f) permitting electromagnetic, audio, flicker, visual, view, light, noise, vibration, air turbulence, wake, electrical, radio interference, shadow or other effects attributable to the Windpower Facilities or any other operational or development activities.
- 3. The easement granted under this Grant of Easements shall commence on the Effective Date and continue until the twenty fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by all of the wind turbines to be included in the Project (as defined in the Agreement Regarding Easements, which in turn is defined in Paragraph 4 below) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for an additional period of ten (10) years at Grantee's option in accordance with the terms specified in the Agreement Regarding Easements.
- 4. Additional terms regarding certain payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, third party use restrictions, and other matters are stated in that certain

- Agreement Regarding Easements dated concurrently herewith by and between Owner and Grantee (the "Agreement Regarding Easements"). The Agreement Regarding Easements is hereby incorporated into this Grant of Easements by reference.
- 5. This Grant of Easements shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.
- 6. Except as otherwise set forth in the Agreement Regarding Easements, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.
- 7. This Grant of Easements may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Grantee have executed this Grant of Easements as of the date first above written.

OWNER:

	Lowell E. Bjorling Living Trust
	hull 81/2
	Russell L. Bjorling,/Trustee
	Dale Bjorling, Trustee
	\
ACKNOW	LEDGMENT
STATE OF ILLINOIS )	·
) SS.	•
COUNTY OF HENRY )	
Personally came before me this 13th	day of May , 2009.
Russell L. Bjorling, who executed the forego	
Transport Discussion, who should be ready	A C I I
(SEAL)	Name: rudy & Theme
"OFFICIAL SEAL"	Notary Public, State of Illinois
TRUDY D. KREMER Notary Public, State of Illinois	My Commission: March 27, 2011
My Commission Exp. 03/27/2011	
ACKNOW	LEDGMENT
ACINOW.	LEDGMENT
STATE OF )	
) SS.	
COUNTY OF )	<b>A</b>
	.1/
Personally came before me this 20	· · · · · · · · · · · · · · · · · · ·
Dale Bjorling, who executed the foregoing in	estrument, and acknowledged the same.
(SEAL)	Name: Aum. Wall
(D L 11 L)	Notary Public, State of Hlinois W. Vern!
	My Commission: 19,2013

# GRANTEE:

	Name: Vice President Title:
ACKNOW	/LEDGMENT
STATE OF ILLINOIS ) SS.	
COUNTY OF COOK )	1 0
the Vice President of Invenergy Wind Devel executed the foregoing instrument, and ackn	opment LLC, a limited liability company, who lowledged the same, on behalf of Invenergy
Wind Development LLC. (S E A L)	Name: Lin P. Du
(0 11 11 2)	Notary Public, State of Illinois My Commission:
NINA P DEW  OFFICIAL MY COMMISSION EXPIRES  NOVEMBER 5, 2012	

# **EXHIBIT A**

# **Lowell Bjorling Living Trust Property**

#### Schedule of Locations:

Parcel Number	County	Township/Range	Section	Parcel Address	Acreage
23-34-100-005	Henry	T14N R3E	34		40.00
23-34-100-004	Henry	T14N R3E	34		76.00
23-34-300-006	Henry	T14N R3E	34		37.99
				Total	153.99

# Legal Description:

# 23-34-100-005

The Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) East of the 4<sup>th</sup> P.M., Henry County, Illinois.

#### 23-34-100-004

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) South of the Road and the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Thirty-four(34), Township Fourteen (14) North, Range Three (3) East of the 4<sup>th</sup> Principal Meridian, Henry County, Illinois

#### 23-34-300-006

The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) East of the 4th P.M., Henry County, Illinois.

HENRY COUNTY, IL BARBARA M. LINK COUNTY CLERK-RECORDER

RECORDED ON 08/26/2011

DOCUMENT TIME 10:32:35AM

REC. FEE: 32.00 RHSPS FEE: 10.00 PAGES: 5

# FIRST AMENDMENT AND JOINDER TO AGREEMENT REGARDING EASEMENTS AND GRANT OF EASEMENTS

# PREPARED BY, RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Invenergy Wind Development LLC
Attn: Land Administration
One South Wacker Drive
Suite 1900
Chicago, IL 60606 312-582-1400

# FIRST AMENDMENT AND JOINDER TO AGREEMENT REGARDING EASEMENTS AND GRANT OF EASEMENTS

This First Amendment and Joinder to Agreement Regarding Easements and Grant of Easements (this "Amendment") is entered into as of <u>luguet 10</u>, 2011, by and between Invenergy Wind Development LLC ("Grantee") and Russell L. Bjorling, as Trustee under the Will of Helen D. Bjorling, deceased, and Lowell E. Bjorling (collectively, the "Owner").

#### WITNESSETH:

WHEREAS, Grantee and Lowell E. Bjorling Living Trust entered into that certain Agreement Regarding Easements dated May 20, 2009 (the "Effective Date") and that certain Grant of Easements recorded on July 24, 2009, as document number 20-0906293 in the official records of Henry County, Illinois (collectively the "Agreement"), each encumbering that certain real property located in Henry County, Illinois, as such property is more particularly described in the Agreement; and

WHEREAS, the Lowell E. Bjorling Living Trust has no ownership interest in the Property; and

WHEREAS, title to the Property vests in Owner; and

WHEREAS, Owner desires to grant certain easements to Grantee and join as a party to the Agreement; and

WHEREAS, Grantee and Owner otherwise desire to amend the Agreement on the terms and conditions more particularly described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.
- 2. <u>Owner</u>. Owner hereby confirms that the Lowell E. Bjorling Living Trust has no ownership interest in the Property, and that title to the Property vests in Owner.
- 3. <u>Grant of Easement.</u> Owner hereby grants, bargains, sells, conveys and warrants to Grantee an easement upon, over, across and under the Property, on the terms and conditions set forth in the Agreement.
- 4. <u>Joinder</u>. Owner hereby agrees to be bound by the terms and conditions of, and to become a party to, the Agreement, each as amended, restated, supplemented or otherwise modified, as if Owner had been a party to the Agreement as of the Effective Date.
- 5. <u>Legal Description</u>. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the legal description set forth on Exhibit A hereto.
- 6. <u>Counterparts</u>. This Amendment may be executed in counterparts, with said counterparts being effective as originals when attached to the document with the other party's counterpart.
- 7. Ratification. Except as specifically set forth herein, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[signature page to follow]

By: Date: 8-17-201

Name: Kevin E. Parzyck
Its: Vica President

ACKNOWLEDGMENT

STATE OF ILLINOIS

SS.

COUNTY OF COOK

Personally came before me this 17th day of August Sevin E. Parzyck

who executed the foregoing instrument, and acknowledged the same, on behalf of Invenergy Wind Development LLC.

(S E A L)

Name: Tuth M. Maday

Notary Public, State of Illinois

My Commission Expires: 2-23-13

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf

of their respective entities have executed this Amendment as of the day and year set forth

RUTH M NADOLNY NOTARY PUBLIC - STATE OF ILLINOIS

Owner:
Russell L. Bjorling, as Trustee under the Will of Helen D. Bjorling, deceased
Lowell E. Bjorling Date: 8/19/1/
ACKNOWLEDGMENT
STATE OF ILLINOIS )
) SS. COUNTY OF HENRY )
Personally came before me this 10th day of Cuguet, 2011, Russell L. Bjorling, as Trustee under the Will of Helen D. Bjorling, deceased, who executed the foregoing instrument, and acknowledged the same.
(S R A L) TRUDY D KREMER  NOTARY PUBLIC STATE OF ILLINOIS  NOTARY PUBLIC STATE OF ILLINOIS  MY COMMISSION EXPIRES.04/28/15  My Commission Expires: 4-28-15
ACKNOWLEDGMENT
STATE OF ILLINOIS )
OUNTY OF HENRY )
Personally came before me this 10th day of legist, 2011, Lowell E. Bjorling, who executed the foregoing instrument, and acknowledged the same.
(SEAL) SEAL Name: Mudy Memory Public, State of Illinois MY COMMISSION EXPIRES 04/28/15  Name: My Commission Expires: 4-28-15

### Exhibit A

#### The Property

#### Schedule of Locations:

Parcel Number	County	Township/ Range	Section	Parcel Address	Acreage
23-34-100-005	Henry	T14N R3E	34		40.00
23-34-100-004	Henry	TI4N R3E	34		76.00
23-34-300-006	Henry	T14N R3E	34	-	37.99
		•		Total	153.99

#### Legal Description:

#### 23-34-100-005

The Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) East of the 4<sup>th</sup> P.M., Henry County, Illinois.

#### 23-34-100-004

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) South of the Road and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-four(34), Township Fourteen (14) North, Range Three (3) East of the 4<sup>th</sup> Principal Meridian, Henry County, Illinois

#### 23-34-300-006

The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) East of the 4th P.M., Henry County, Illinois.

#### EXCEPTING:

A tract of land located in a part of the Southwest Quarter (SW-1/4) of Section 34, Township 14 North, Range 3 East of the 4th P.M., Henry County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:

Commencing at an iron rod at the Northwest corner of the Southwest Quarter of said Section 34; thence S 01 degrees 11 minutes 53 seconds E, along the West line of the Southwest Quarter (SW-1/4) of said Section 34, a distance of 1071.81 feet to the Place of Beginning for the tract to be described; thence N 87 degrees 41 minutes 17 seconds E, 186.75 feet to an iron rod; thence S 75 degrees 39 minutes 19 seconds E, 57.15 feet to an iron rod; thence S 25 degrees 07 minutes 45 seconds E, 309.44 feet to an iron rod on the South line of the Northwest Quarter (NW-1/4) of the Southwest Quarter (SW-1/4) of said Section 34; thence N 89 degrees 50 minutes 47 seconds W, along the South line of the Northwest Quarter (NW-1/4) of the Southwest Quarter (SW-1/4) of said Section 34, a distance of 367.40 feet to the Southwest corner of the Northwest Quarter (NW-1/4) of the Southwest Quarter (SW-1/4) of said Section 34; thence N 01 degrees 11 minutes 53 seconds W, along the West line of the Southwest Quarter (SW-1/4) of said Section 34, a distance of 285.85 feet to the Place of Beginning and containing 2.01 acres, more or less.

#### 20-0906292

HENRY COUNTY, IL BARBARA M. LINK COUNTY CLERK-RECORDER

RECURDED ON 07/24/2009

DOCUMENT TIME 10:49:15AM

REC. FEE: 32.00 RHSP5 FEE: 10.00 PAGES: 5

# **GRANT OF EASEMENTS**

(the "Grant of Easements")

#### PREPARED BY:

Invenergy Wind LLC Attn: Joseph Condo One South Wacker Drive Suite 1900 Chicago, IL 60606 312-224-1400

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Invenergy Wind Development LLC c/o Invenergy LLC Attn: Land Administration One South Wacker Drive **Suite 1900** Chicago, IL 60606 312-224-1400

See Exhibit A

Parcel Number 23-34-200-002

THIS GRANT OF EASEMENTS is made, dated and effective as of May 26 2009 (the "Effective Date"), between Lowell E. Bjorling (together with their successors, assigns and heirs, "Owner"), and Invenergy Wind Development LLC (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Grant of Easements.

- 1. Grant of Easement and Profits. For good and valuable consideration, the receipt of which is hereby acknowledged by Owner, Owner hereby grants, bargains, sells, conveys and warrants to Grantee an exclusive easement for wind energy purposes and for any and all activities related thereto upon, over, across and under the real property of Owner located in the County of Henry, State of Illinois and legally described on Exhibit A attached hereto and incorporated herein (the "Property"), together with the right to all rents, royalties, credits and profits derived from wind energy purposes upon, over, across and under the Property.
- 2. Under this Grant of Easements, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, and "any and all activities related thereto" includes, without limitation:

- (a) determining the feasibility of wind energy conversion and other power generation on the Property or on adjacent lands, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples;
- (b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground electrical and communication lines, aboveground electrical and communications lines between Grantee's substations and an energy distribution facility (such overhead lines specifically not being permitted between the locations of wind turbine electricity generation and Grantee's substation), electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment (collectively "Windpower Facilities") on the Property;
- (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time;
- (d) allowing the rotors of wind turbines installed on adjacent land to overhang the Property;
- (e) capturing, using and converting the unobstructed wind resources over and across the Property; and
- (f) permitting electromagnetic, audio, flicker, visual, view, light, noise, vibration, air turbulence, wake, electrical, radio interference, shadow or other effects attributable to the Windpower Facilities or any other operational or development activities.
- 3. The easement granted under this Grant of Easements shall commence on the Effective Date and continue until the twenty fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by all of the wind turbines to be included in the Project (as defined in the Agreement Regarding Easements, which in turn is defined in Paragraph 4 below) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for an additional period of ten (10) years at Grantee's option in accordance with the terms specified in the Agreement Regarding Easements.
- 4. Additional terms regarding certain payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, third party use restrictions, and other matters are stated in that certain Agreement Regarding Easements dated concurrently herewith by and between Owner

- and Grantee (the "Agreement Regarding Easements"). The Agreement Regarding Easements is hereby incorporated into this Grant of Easements by reference.
- 5. This Grant of Easements shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.
- 6. Except as otherwise set forth in the Agreement Regarding Easements, Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.
- 7. This Grant of Easements may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner at the date first above written.	and Grantee have executed this Grant of Easements as of
	OWNER:  Shuell E. Bjorling  Lowell E. Bjorling
ACKN	OWLEDGMENT
STATE OF ILLINOIS ) ) SS.	
COUNTY OF HENRY )	h (m
Personally came before me this <b>ZE</b> - <b>Bjorling</b> , who executed the foregoing instru	
(SEAL)	Name: <u>Irude</u> O. Kre mo Notary Public, State of Illinois
"OFFICIAL SEAL" TRUDY D. KREMER Notary Public, State of Illinois My Commission Exp. 03/27/2011	My Commission: March 29, 2011
	GRANTEE:
	Invenergy Wind Development LLC  By: Shull  Name: Bryan Schueler  Title: Vice President
ACKNO	OWLEDGMENT
STATE OF ILLINOIS )	
COUNTY OF COOK ) SS.	o t
Personally came before me this 9 day of President of Invenergy Wind Development I foregoing instrument, and acknowledged the LLC.	LC, a limited liability company, who executed the same, on behalf of Invenergy Wind Development
(S E A L)	Name: Yun I. Www. Notary Public, State of Illinois My Commission: 11-5-20/2

HENRY COUNTY IL

20-0906292

PAGE 4 OF 5

#### EXHIBIT A

# Lowell E. Bjorling Property

#### Schedule of Locations

Parcel Number	County	Township/Range	<u>Section</u>	Parcel Address
23-34-200-002	Henry	T14N R3E	34	78.58
			Total	78.58

# Legal Description:

# 23-34-200-002

A part of the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 34, Township 14 North, Range 3 East of the 4<sup>th</sup> P.M. (Weller Township), described as: Beginning at a point 224 feet East of the Intersection of the West line of said West Half of the Northeast Quarter and the South line of the right-of-way of United States Highway 34, running thence East on the said right-of-way line a distance of 185 feet, thence south 127 feet, thence West 185 feet, thence North 127 feet to the point of beginning, situated in the County of Henry, in the State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of this state.

HENRY COUNTY, IL BARBARA M. LINK COUNTY CLERK-RECORDER

RECORDED ON 08/26/2011

DOCUMENT TIME 10:32:44AM

REC. FEE: 32.00 RHSPS FEE: 10.00 PAGES: 5

# FIRST AMENDMENT TO AGREEMENT REGARDING EASEMENTS AND GRANT OF EASEMENTS

# PREPARED BY, RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Invenergy Wind Development LLC Attn: Land Administration One South Wacker Drive Suite 1900 Chicago, IL 60606 312-582-1400

# FIRST AMENDMENT TO AGREEMENT REGARDING EASEMENTS AND GRANT OF EASEMENTS

This First Amendment to Agreement Regarding Easements and Grant of Easements (this "Amendment") is entered into as of Lug 5, 2019; by and between Invenergy Wind Development LLC ("Grantee") and Lowell E. Bjorling ("Owner").

#### WITNESSETH:

WHEREAS, Grantee and Owner entered into that certain Agreement Regarding Easements dated May 26, 2009 (the "Effective Date") and that certain Grant of Easements recorded on July 24, 2009, as document number 20-0906292 in the official records of Henry County, Illinois (collectively the "Agreement"), each encumbering that certain real property located in Henry County, Illinois, as such property is more particularly described in the Agreement; and

WHEREAS, Grantee and Owner desire to amend the Agreement on the terms and conditions more particularly described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated herein by this reference.
- 2. <u>Legal Description</u>. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the legal description set forth on Exhibit A hereto.

- 3. <u>Counterparts</u>. This Amendment may be executed in counterparts, with said counterparts being effective as originals when attached to the document with the other party's counterpart.
- 4. Ratification. Except as specifically set forth herein, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Amendment as of the day and year set forth below, with the intent that it be effective as of the Effective Date.

Grantee:	
INVENERGY WIND DEVELOP  By: Am Cm	MENT LLC  Date: 6-12-(1
Name: Kevin E. Parzyck Its: Vice President	
AC	KNOWLEDGMENT
STATE OF ILLINOIS	) ) SS.
COUNTY OF COOK	)
Personally came before me this 124 Keund E. Porzyck acknowledged the same, on behalf o	day of August, 2011, who executed the foregoing instrument, and f Invenergy Wind Development LLC.
(SEAL)	Name: With M. M. Colony Notary Public, State of Illinois My Commission Expires: 2 23/17
OFFICIAL SEAL RUTH M NADOLNY NOTARY PUBLIC - STATE OF ILLINOIS	My Commission Expires. A KS/13

Owner:	
Lowell E. Bjorling	Date: Our 5, 2011
ACKNOW	LEDGMENT
STATE OF ILLINOIS ) SS. COUNTY OF HENRY )	
Personally came before me this	day of

OFFICIAL SEAL
REYNOLDS M. EVERETT, JR.
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Apr. 2, 2014

# Exhibit A

# Lowell E. Bjorling Property

#### Schedule of Locations

Parcel Number	County	Township/Range	Section	Parcel Address
23-34-200-002	Henry	TI4N R3E	34	78.58
		t	Total	78.58

# Legal Description:

#### 23-34-200-002

The West ½ of the Northeast ¼ of Section 34, Township 14 North, Range 3, East of the Fourth Principal Meridian (Weller Township), except a tract on the North end thereof described as follows: BEGINNING AT A POINT 224 FEET EAST OF THE INTERSECTION OF THE WEST LINE OF SAID WEST HALF OF THE NORTHEAST QUARTER AND THE SOUTH LINE OF THE RIGHT-OF-WAY OF UNITED STATES HIGHWAY ROUTE 34, RUNNING THENCE EAST ON THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 185 FEET, THENCE SOUTH 127 FEET, THENCE WEST 185 FEET, THENCE NORTH 127 FEET TO THE POINT OF BEGINNING.