

FIRST AMENDMENT TO AGREEMENT
REGARDING EASEMENTS

20-1201757

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

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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

This First Amendment to Agreement Regarding Easements (this "Amendment") is entered into as of November 3, 2009, by and between Invenergy Wind Development LLC ("Grantee") and Iener P. Olson, a married person, and Iener P. Olson Trust ("Owner").

WITNESSETH:

WHEREAS, Grantee and Owner entered into that certain Agreement Regarding Easements (the "Agreement") dated March 18, 2009 (the "Effective Date") 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. **Legal Description.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the legal description set forth on Exhibit A hereto.

3. **Annual Rent.** Exhibit C, Section 1 is hereby amended by deleting the dollar figure "One Thousand Three Hundred Twenty and no/100 Dollars (\$1,320.00)" and replacing it with "**One Thousand Three Hundred Seventy-Five and no/100 Dollars (\$1,375.00)**".

4. **Counterparts.** 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.

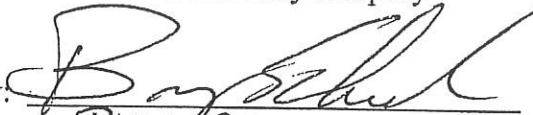
5. **Ratification.** Except as specifically set forth herein, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[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 DEVELOPMENT LLC,
a Delaware limited liability company


By: 
Name: Bryan Schueler
Its: Vice President

Date: December 2, 2009

Owner:
Iener P. Olson

By: 
Karen Beckman, POA for Iener P. Olson

Date: 11-3-09

By: 
Karen Beckman, POA for G. Justina Olson, Spouse

Date: 11-3-09

Owner:
Iener P. Olson Trust

By: 
Karen Beckman, POA for Iener P. Olson, Trustee

Date: 11-3-09

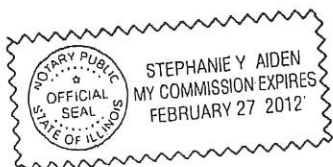
[notary page to follow]

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 2 day of December, 2009, Bryan Schueler, who executed the foregoing instrument, and acknowledged the same, on behalf of Invenergy Wind Development LLC.

(S E A L)



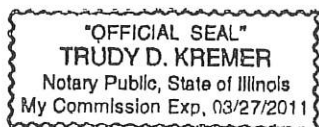
Name: Stephanie Y. Aiden
Notary Public, State of Illinois
My Commission Expires: 2.27.2012

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF HENRY)

Personally came before me this 3rd day of November, 2009, **Karen Beckman, as Power of Attorney for Iener P. Olson, as an Individual and as Trustee, and G. Justina Olson, a married person,** who executed the foregoing instrument, and acknowledged the same.

(S E A L)



Name: Trudy D. Kremer
Notary Public, State of Illinois
My Commission Expires: March 27, 2011