

Unique Doc ID: 2020\_0311\_201123  
Recorded: 3/11/2020 at 2:49:14.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201123  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 2 day of March, 2020 (the “**Amendment Effective Date**”), by and between Robert L. Wirtz and Debbi M. Wirtz, husband and wife, (collectively, “**Owner**”), successor-in-interest to Lowell E. Wirtz and Robert L. Wirtz, Attorney-in-Fact, with a tax mailing address of 46 P Ave, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 30, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 26, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 0893, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

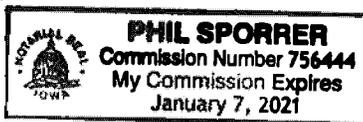
Robert L. Wirtz  
Robert L. Wirtz

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 2 day of March, 2020, by Robert L. Wirtz.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

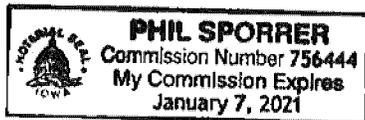
Debbi M. Wirtz  
Debbi M. Wirtz

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 2 day of March, 2020, by Debbi M. Wirtz.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Four (4), Township Eighty-five (85) North, Range Twenty-six (26), West of the 5<sup>th</sup> P.M. Boone County, Iowa;

**And**

**East Half (E  $\frac{1}{2}$ ) of Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Five (5), Township Eighty-five (85) North, Range Twenty-six (26), West of the 5<sup>th</sup> P.M. Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201124  
Recorded: 3/11/2020 at 2:49:15.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201124  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 2 day of March, 2020 (the “**Amendment Effective Date**”), by and between Robert L. Wirtz and Debbi M. Wirtz, husband and wife, (collectively, “**Owner**”) with a tax mailing address of 46 P Ave, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 30, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 26, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 0892, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

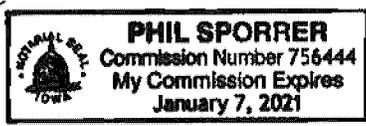
OWNER:

Robert L. Wirtz  
Robert L. Wirtz

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 2 day of March, 20 20 by Robert L. Wirtz.

(SEAL) 

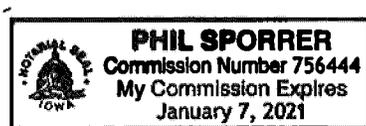
Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

Debbi M. Wirtz  
Debbi M. Wirtz

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 2 day of March, 20 20 by Debbi M. Wirtz.

(SEAL) 

Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**South Half (S 1/2) of Northwest Quarter (NW 1/4) of Section Three (3), Township Eighty-five (85) North, Range Twenty-six (26), West of the 5<sup>th</sup> P.M. Boone County, Iowa;**

**And**

**Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Eighty-five (85) North, Range Twenty-six (26), West of the 5<sup>th</sup> P.M. Boone County, Iowa,  
Except Public Highway.**

Unique Doc ID: 2020\_0309\_201050  
Recorded: 3/9/2020 at 2:53:08.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201050  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 19 day of February, 2020 (the “**Amendment Effective Date**”), by and between Edwin C. Fibikar and Margarete E. Fibikar, Trustees of The Edwin C. Fibikar & Margarete E. Fibikar Revocable Trust (“**Owner**”), successor-in-interest to Edwin C. and Margarete E. Fibikar, with a tax mailing address of 1707 120<sup>th</sup> Street, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of February 17, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 26, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 0895, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy

converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous  
5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

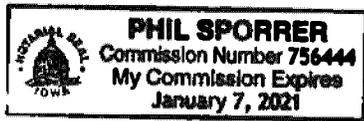
By: Edwin C. Fibikar Trustee  
Name: Edwin C. Fibikar, Trustee of The Edwin C. Fibikar & Margarete E. Fibikar Revocable Trust

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 19 day of February, 2020, by Edwin C. Fibikar, Trustee of The Edwin C. Fibikar & Margarete E. Fibikar Revocable Trust.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

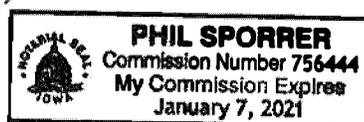
By: Margarete E. Fibikar Trustee  
Name: Margarete E. Fibikar, Trustee of The Edwin C. Fibikar & Margarete E. Fibikar Revocable Trust

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 19 day of February, 2020, by Margarete E. Fibikar, Trustee of The Edwin C. Fibikar & Margarete E. Fibikar Revocable Trust.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2019 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Sarah Ann Fromme*  
Notary Public  
Sarah Ann Fromme  
Typed or Printed  
6/30/2022  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The East Half (E½) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Eighty-five (85) North, Range Twenty-six (26), West of the 5th P.M., Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201125  
Recorded: 3/11/2020 at 2:49:17.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201125  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 17 day of February 2020 (the “**Amendment Effective Date**”), by and between Raymond E. Carlson and Brenda M. Carlson, husband and wife (collectively, “**Owner**”), successor-in-interest to Iola M. Garvey, with a tax mailing address of 1418 100<sup>th</sup> Street, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of March 8, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on March 16, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 1228, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

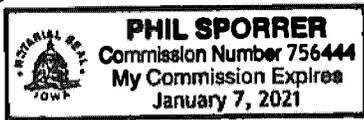
Raymond E Carlson  
Raymond E. Carlson

STATE OF Iowa

COUNTY OF Boune

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Raymond E. Carlson.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

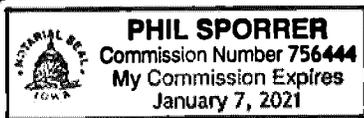
Brenda M Carlson  
Brenda M. Carlson

STATE OF Iowa

COUNTY OF Boune

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Brenda M. Carlson.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

The Southeast Quarter of Southwest Quarter and Southwest Quarter of Southeast Quarter of, Section 4, Township #5 North, Range 26 West of the 5<sup>th</sup> P.M., Boone County, Iowa, except Parcel A thereof, as shown on Plat of Survey recorded in Plat Book 35, Page 235, in the office of the Recorder of Boone County, Iowa.

Unique Doc ID: 2020\_0320\_201249  
Recorded: 3/20/2020 at 10:36:58.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201249  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
(434) 220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 9<sup>th</sup> day of March, 2020 (the “**Amendment Effective Date**”), by and between Van Diest Family, L.L.C., an Iowa limited liability company, (“**Owner**”) with a tax mailing address of PO Box 610, Webster City, IA 50595, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of February 17, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on March 16, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 1227, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

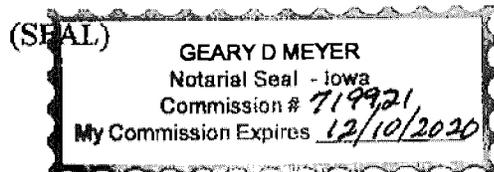
**Van Diest Family, L.L.C.**, an Iowa limited liability company

By: Robert A. Van Diest  
Name: Robert A. Van Diest  
Title: Manager

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2020, by Robert A. Van Diest, Manager of Van Diest Family, L.L.C., an Iowa limited liability company.



Geary D. Meyer  
Notary Public  
GEARY D MEYER  
Typed or Printed  
12/10/2020  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

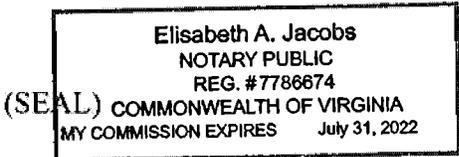
By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19 day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.



*Elisabeth A. Jacobs*  
Notary Public  
Elisabeth A. Jacobs  
Typed or Printed  
7-31-2022  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The Northeast Quarter of the Northeast Quarter (NE ¼, NE ¼) and the East Half of the West Half of the Northeast Quarter (E 1/2, W 1/2, NE ¼) of Section Ten (10), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa, except public highways.**

Unique Doc ID: 2020\_0403\_201431  
Recorded: 4/3/2020 at 11:48:50.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201431  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
(434) 220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 31 day of March, 2020 (the “**Amendment Effective Date**”), by and between Steven Smith and Michael Smith, Trustees of the Victoria Smith Lay Trust, (“**Owner**”), successor-in-interest to Victoria Smith Lay Trust and Steve Smith, Attorney-in-Fact with a tax mailing address of 3175 Bells Mill Rd, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of April 2, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on April 12, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 1802, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: St M Smith  
Name: Steven Smith, Trustee of the Victoria Smith Lay Trust

STATE OF IA

COUNTY OF Webster

The foregoing instrument was acknowledged before me this 26 day of March, 2020, by Steven Smith, Trustee of the Victoria Smith Lay Trust.



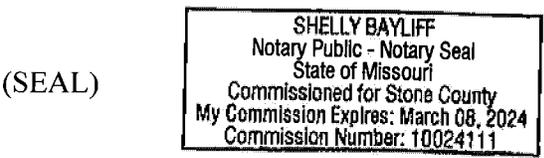
Clifton W Barker  
Notary Public  
Clifton W Barker  
Typed or Printed  
10-31-2022  
Commission Expiration Date

By: Michael Smith  
Name: Michael Smith, Trustee of the Victoria Smith Lay Trust

STATE OF Missouri

COUNTY OF Stone

The foregoing instrument was acknowledged before me this 31<sup>\*</sup> day of March, 2020, by Michael Smith, Trustee of the Victoria Smith Lay Trust.



Shelly Bayliff  
Notary Public  
Shelly Bayliff  
Typed or Printed  
3-8-2024  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 2 day of April, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL) 

Elisabeth A. Jacobs NOTARY PUBLIC REG. #7786674 COMMONWEALTH OF VIRGINIA COMMISSION EXPIRES July 31, 2022
-----------------------------------------------------------------------------------------------------------------------

*Elisabeth A. Jacobs*  
Notary Public  
Elisabeth A. Jacobs  
Typed or Printed  
7-31-2022  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The South Half (S 1/2) of the Northeast Quarter (NE 1/4) and the Northeast Fractional Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3), Township Eighty-Five (85) North, Range Twenty-Six 26, West of the 5<sup>th</sup> P.M., All in Boone County, IA.**

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT ("**Amendment**") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Amendment Effective Date**"), by and between Steven Smith and Michael Smith, Trustees of the Victoria Smith Lay Trust, ("**Owner**"), successor-in-interest to Victoria Smith Lay Trust and Steve Smith, Attorney-in-Fact with a tax mailing address of 3175 Bells Mill Rd, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company ("**Developer**") with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of April 2, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the "**Agreement**"), a memorandum of which (the "**Memorandum**") was recorded on April 12, 2007 in the Official Public Records of Boone County, Iowa (the "**Official Records**"), in Book 2007, Page 1802, concerning certain land more particularly described in Exhibit A attached hereto (the "**Property**").

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

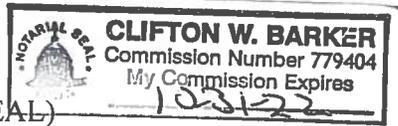
**OWNER:**

By: St M Smith  
Name: Steven Smith, Trustee of the Victoria Smith Lay Trust

STATE OF IA

COUNTY OF Webster

The foregoing instrument was acknowledged before me this 26 day of March, 2020, by Steven Smith, Trustee of the Victoria Smith Lay Trust.

(SEAL) 

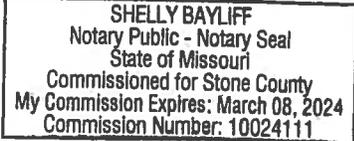
Clifton W. Barker  
Notary Public  
Clifton W. Barker  
Typed or Printed  
10-31-2022  
Commission Expiration Date

By: Michael Smith  
Name: Michael Smith, Trustee of the Victoria Smith Lay Trust

STATE OF Missouri

COUNTY OF Stone

The foregoing instrument was acknowledged before me this 31<sup>\*</sup> day of March, 2020, by Michael Smith, Trustee of the Victoria Smith Lay Trust.

(SEAL) 

Shelly Bayliff  
Notary Public  
Shelly Bayliff  
Typed or Printed  
3-8-2024  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: \_\_\_\_\_

Name: Jeanine G. Wolanski

Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed or Printed

\_\_\_\_\_  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The South Half (S 1/2) of the Northeast Quarter (NE 1/4) and the Northeast Fractional Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3), Township Eighty-Five (85) North, Range Twenty-Six 26, West of the 5<sup>th</sup> P.M., All in Boone County, IA.**

Unique Doc ID: 2020\_0311\_201126  
Recorded: 3/11/2020 at 2:49:18.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201126  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 19 day of February, 2020 (the “**Amendment Effective Date**”), by and between James H. McHugh, Jr., a single person (“**Owner**”) with a tax mailing address of 23 R Avenue, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of April 12, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on April 30, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 2106, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

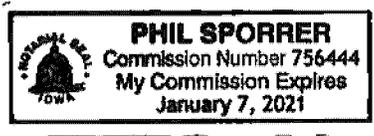
James H. McHugh, Jr.  
James H. McHugh, Jr.

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 19 day of February, 2020, by James H. McHugh, Jr.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
5/21/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

South Half (S ½) of the Southeast Quarter (SE ¼) of Section Three (3), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Boone County, Iowa, Except public Highway; and except parcel A in Southwest quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section three (3), as shown on Plat of Survey recorded in Plat book 27, page38, in the office of the Recorder of Boone County, Iowa.

And

The North Half (N ½) of the Southeast Quarter (SE ¼) of Section Three (3), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Boone County, Iowa.

And

Northwest Fractional Quarter (NW frl ¼) and West Half of the Southwest Quarter (W 1/2 SW ¼) of Section Two (2), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Boone County, Iowa, except public highway, subject to easements and restrictions of record, and subject to conservation Reserve Enhancement Program easement in favor of Boone Soil and Water Conservation District dated January 2, 2004, and recorded with the Boone County Recorder on January 7, 2004 as Instrument No. 040089.

Unique Doc ID: 2020\_0311\_201127  
Recorded: 3/11/2020 at 2:49:19.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201127  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 17 day of February, 2020 (the “**Amendment Effective Date**”), by and between The Elkhorn Farms Corporation, an Iowa corporation (“**Owner**”) with a tax mailing address of 399 Lilac Lane, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of April 23, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on June 4, 2007 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2007, Page 2751, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

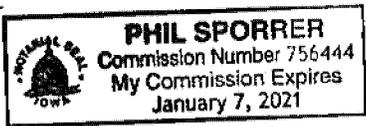
**The Elkhorn Farms Corporation, an Iowa corporation**

By: *Bryon Westrum*  
Name: Bryon Westrum  
Title: President

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Bryon Westrum, President of The Elkhorn Farms Corporation, an Iowa corporation.

(SEAL)



*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

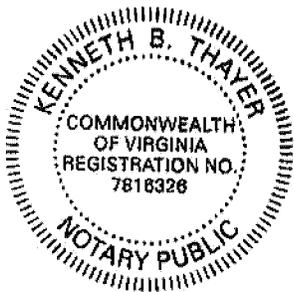
By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The Northwest Fractional Quarter (NW<sup>1</sup>/<sub>4</sub>) of the Northeast Quarter (NE <sup>1</sup>/<sub>4</sub>) of Section Three (3), Township Eighty-five (85) North, Range Twenty-six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa**

AND

**The South Half (S <sup>1</sup>/<sub>2</sub>) of the Southeast Quarter (SE <sup>1</sup>/<sub>4</sub>) of Section Thirty-four (34), Township Eighty-six (86) North, Range Twenty-six (26), West of the 5<sup>th</sup> P.M., Hamilton County, Iowa EXCEPT the acreage portion thereof described as Parcel "B" in the Southeast Quarter (SE <sup>1</sup>/<sub>4</sub>) of the Southeast Quarter (SE <sup>1</sup>/<sub>4</sub>) of Section Thirty-four (34), Township Eighty-six (86) North, Range Twenty-six (26), West of the 5<sup>th</sup> P.M., Hamilton County, Iowa.**

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Amendment Effective Date**”), by and between Mary Ella Erickson, Connie J. Hill, and Sue Ann Aitchison, Trustees of the Mary Ella Erickson Revocable Trust (“**Owner**”), successor-in-interest to Gerald Norman and Mary Ella Erickson, with a tax mailing address of 21202 Sixth Lane, PO Box 307, Spirit Lake, IA 51360, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 31, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 25, 2008 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2008, Page 0809, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy

converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: \_\_\_\_\_  
Name: Mary Ella Erickson, Trustee of the Mary Ella Erickson Revocable Trust

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Mary Ella Erickson, Trustee of the Mary Ella Erickson Revocable Trust.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed or Printed

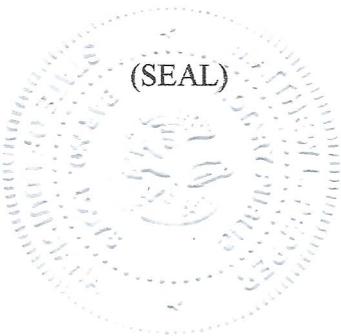
\_\_\_\_\_  
Commission Expiration Date

**OWNER:**

By: *GH*  
Name: Connie J. Hill, Trustee of the Mary Ella Erickson Revocable Trust

STATE OF Louisiana  
Parish  
COUNTY OF Orleans

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2020,  
by Connie J. Hill, Trustee of the Mary Ella Erickson Revocable Trust.



*Matthew Pepper*  
Notary Public  
MATTHEW PEPPER  
Typed or Printed  
FOR LIFE 19976  
Commission Expiration Date

**OWNER:**

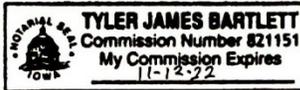
By: Sue Ann Aitchison  
Name: Sue Ann Aitchison, Trustee of the Mary Ella  
Erickson Revocable Trust

STATE OF Iowa

COUNTY OF Johnson

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
by Sue Ann Aitchison, Trustee of the Mary Ella Erickson Revocable Trust.

(SEAL)



Tyler James Bartlett  
Notary Public  
Tyler James Bartlett  
Typed or Printed  
11-12-22  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: \_\_\_\_\_

Name: Jeanine G. Wolanski

Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed or Printed

\_\_\_\_\_  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

The East One-Half (E.  $\frac{1}{2}$ ) of the Northwest Quarter (N.W.  $\frac{1}{4}$ ) of Section Eleven (Sec. 11) Township Eighty-Five North (Twshp. 85 N.) Range Twenty-Six (R. 26) West of the 5<sup>th</sup> P.M. Boone County, Iowa, 79 acres, more or less.

Unique Doc ID: 2020\_0311\_201128  
Recorded: 3/11/2020 at 2:49:20.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201128  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 5 day of March, 2020 (the “**Amendment Effective Date**”), by and between Deldet Land Co., an Iowa corporation (“**Owner**”), successor-in-interest to Quam Land Co., LLC a limited liability corporation, with a tax mailing address of 1955 400th St, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of February 4, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 14, 2008 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2008, Page 0655, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

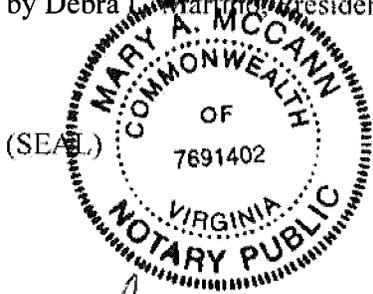
**OWNER:**

**Deldet Land Co., an Iowa corporation**

By: Debra L. Martino  
Name: Debra L. Martino  
Title: President

STATE OF Virginia  
COUNTY OF Virginia Beach

The foregoing instrument was acknowledged before me this 5 day of March, 2020, by Debra L. Martino, President of Deldet Land Co., an Iowa corporation.

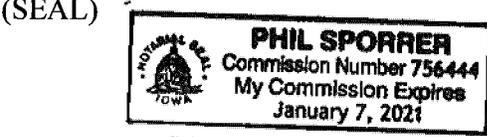


Mary A. McCann  
Notary Public  
Mary A. McCann  
Typed or Printed  
Nov 30, 2020  
Commission Expiration Date

By: Dennis T. Quam  
Name: Dennis T. Quam  
Title: Secretary

STATE OF Iowa  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 22 day of February, 2020, by Dennis T. Quam, Secretary of Deldet Land Co., an Iowa corporation.



Phil Sporer  
Notary Public  
Phil Sporer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Eleven (11), Township Eighty-Five (85) North, Range Twenty-Six (26) West of the 5<sup>th</sup> P.M., Boone County, Iowa subject to public highways.**

Unique Doc ID: 2020\_0311\_201129  
Recorded: 3/11/2020 at 2:49:21.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201129  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 19 day of February, 2020 (the “**Amendment Effective Date**”), by and between Dorothy J. Lauritsen, a/k/a D. J. Lauritsen, a single person (“**Owner**”), successor-in-interest to Ralph M. Lauritsen, with a tax mailing address of 2332 Donald St., Ames, IA 50014, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of March 5, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on March 26, 2008 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2008, Page 1335, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

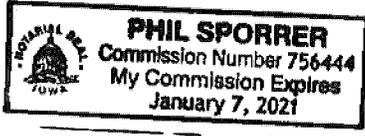
By: *D. J. Lauritsen*  
Name: Dorothy J. Lauritsen, a/k/a D. J. Lauritsen

STATE OF Iowa

COUNTY OF Story

The foregoing instrument was acknowledged before me this 19 day of February, 2020 by Dorothy J. Lauritsen, a/k/a D. J. Lauritsen.

(SEAL)



*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2022 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**West Half (W 1/2) of the Northeast Quarter (NE 1/4) and East Half (E 1/2) of Northwest Quarter (NW 1/4) of Section Fourteen (14), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa, except that part of the Northeast Quarter (NE 1/4) of Northwest Quarter (NW 1/4) Described as follows: Beginning at a point on the North line of said Northwest Quarter (NW 1/4) Which is 132.62 Feet West of the North Quarter Corner of said Section Fourteen (14); thence South 236.00 Feet; thence West 272.00 Feet; thence North 62.00 Feet; thence East 83.00 feet; thence North 174 Feet; thence East 189.00 Feet to the point of Beginning.**

Unique Doc ID: 2020\_0311\_201130  
Recorded: 3/11/2020 at 2:49:22.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201130  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 17 day of February 2020 (the “**Amendment Effective Date**”), by and between Carlson Farm Land LLC, an Iowa limited liability company (“**Owner**”), successor-in-interest to Stattland, Inc., with a tax mailing address of 1418 100th Street, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of June 19, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on July 3, 2008 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2008, Page 3197, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

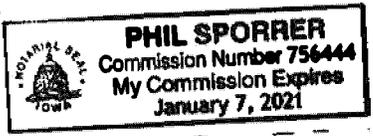
**Carlson Farm Land LLC, an Iowa limited liability company**

By: Raymond E Carlson  
Name: Raymond E. Carlson  
Title: Managing Member

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Raymond E. Carlson, Managing Member of Carlson Farm Land LLC, an Iowa limited liability company.

(SEAL)



Phil Sporre  
Notary Public  
Phil Sporre  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

North **Half** (N ½) of the Southwest Quarter (SW ¼) of Section 11, Township 85 North, **Range** 26, West of the 5<sup>th</sup> P.M., Boone County, IA, Subject to Public Highway.

Unique Doc ID: 2020\_0311\_201131  
Recorded: 3/11/2020 at 2:49:23.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201131  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 19 day of February 20 the “**Amendment Effective Date**”), by and between Harold Heeren, a married person (“**Owner**”), successor-in-interest to Kenneth D. Patterson and Bethene K. Ingle, siblings, with a tax mailing address of 3750 Briggs Woods Road, Stanhope, IA 50246, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of October 29, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on November 10, 2008 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2008, Page 5086, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

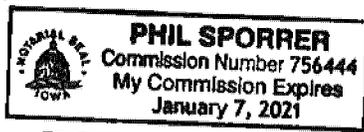
Harold Heeren  
Harold Heeren

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 19 day of February, 2020, by Harold Heeren.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Memorandum of Amendment, Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Memorandum of Amendment.

Spouse's signature:

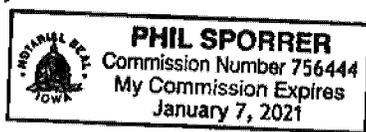
By: Sharon K Heeren  
Name: Sharon K. Heeren

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 19 day of February, 2020, by Sharon K. Heeren, spouse.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
*5/31/2023*  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Except Coal and Minerals, and Commencing at the Northeast Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), Running Thence West Twenty-Three Rods, Thence South Seven Rods, Thence East Twenty-Three Rods, Thence North Seven Rods to the Place of Beginning and North Thirty-Nine Acres of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Five (5), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa, and

The Northwest Fractional Quarter (NW ¼) of the Northwest Quarter (NW1/4) except Lot A of Section Five (5), Township Eighty-Five (85) North, Range Twenty-Six, West of the 5<sup>th</sup> P.M., Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201132  
Recorded: 3/11/2020 at 2:49:24.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201132  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902

434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 18 day of February, 2020 (the “**Amendment Effective Date**”), by and between Ronda R. Patterson, Trustee of the B & R Revocable Trust dated February 9, 2012 (“**Owner**”), successor-in-interest to Burton L. and Ronda Patterson, husband and wife, with a tax mailing address of 3995 Yankee Ave, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of November 7, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on November 17, 2008 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2008, Page 5159, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

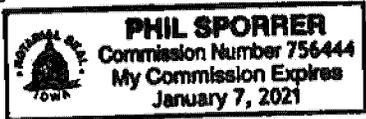
By: Ronda R. Patterson Trustee  
Name: Ronda R. Patterson, Trustee of the B&R  
Revocable Trust dated February 9, 2012

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 18 day of February, 2020, by Ronda R. Patterson, Trustee of the B&R Revocable Trust dated February 9, 2012.

(SEAL)



Phil Sporrer  
Notary Public

Phil Sporrer  
Typed or Printed

1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
5/21/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

The West Half ( $W \frac{1}{2}$ ) of the Southeast Quarter ( $SE \frac{1}{4}$ ) of the Northwest Quarter ( $NW \frac{1}{4}$ ) and the West Half ( $W \frac{1}{2}$ ) of the Northeast Quarter of the Northwest Quarter ( $NW \frac{1}{4}$ ), all in Section 5, Township 85 North, Range 26 West of the 5<sup>th</sup> P.M., Boone County, Iowa

Unique Doc ID: 2020\_0311\_201087  
Recorded: 3/11/2020 at 10:51:11.0 AM  
County Recording Fee: \$42.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$45.00  
Revenue Tax:  
Instr. Number: 201087  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 20 day of February 2020 (the “**Amendment Effective Date**”), by and between Violet G. Carlson, a single person; Sandra J. Nelson, a married person; and Sharon A. Bergman, a married person (collectively, “**Owner**”), successor-in-interest to Dale E. and Violet G. Carlson, husband and wife, with a tax mailing address of 606 Buckeye St., Union, IA 50258, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of December 17, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 18, 2009 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2009, Page 0661, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy

converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

#### AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: Violet G. Carlson  
Name: Violet G. Carlson

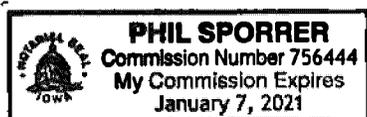
STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February, 2020, by Violet G. Carlson.

(SEAL)

Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date



**OWNER:**

By: Sandra J. Nelson  
Name: Sandra J. Nelson

STATE OF Iowa

COUNTY OF Story

The foregoing instrument was acknowledged before me this 18 day of February, 2020,  
by Sandra J. Nelson.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Memorandum of Amendment and Developer's rights hereunder, by executing this Memorandum of Amendment Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Memorandum of Amendment

Spouse's signature:

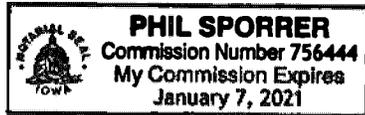
By: Douglas D. Nelson  
Name: Douglas D. Nelson

STATE OF Iowa

COUNTY OF Story

The foregoing instrument was acknowledged before me this 18 day of February, 2020,  
by Douglas D. Nelson, spouse.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

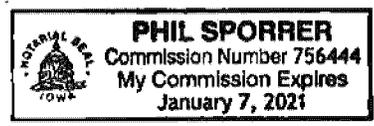
**OWNER:**

By: Sharon A Bergman  
Name: Sharon A. Bergman

STATE OF Iowa  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February 20,  
by Sharon A. Bergman.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Memorandum of Amendment, Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Memorandum of Amendment.

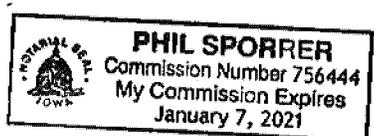
Spouse's signature:

By: Tony Bergman  
Name: Tony Bergman

STATE OF Iowa  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February 20,  
by Tony Bergman, spouse.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

East  $\frac{1}{2}$  NW fr.  $\frac{1}{4}$ , Section 4, Township 85 North, Range 26 West of the 5th P.M., Boone County, Iowa except beginning at the Northeast corner of Northwest quarter ( $\frac{1}{4}$ ) of said Section four (4), running thence South  $0^{\circ}22'$  West 796.8 feet, thence North  $87^{\circ}54'$  West 334.8 feet, thence North  $0^{\circ}22'$  East 783.5 feet, thence East 334.6 feet to the point of beginning.

**AND**

East fractional half ( $\frac{1}{2}$ ) of Northeast quarter ( $\frac{1}{4}$ ) of Section five (5), Township eighty-five (85) North, Range twenty-six (26), West of the 5th P.M., Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201088  
Recorded: 3/11/2020 at 10:51:12.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201088  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 18 day of February, 2020 (the “**Amendment Effective Date**”), by and between Nolan B. Patterson and Julie Patterson, husband and wife (collectively, “**Owner**”), with a tax mailing address of 1346 100th Street, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of December 18, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 18, 2009 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2009, Page 0662, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

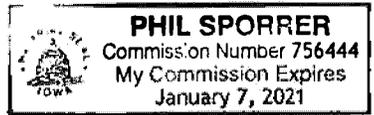
**OWNER:**

By: Nolan B. Patterson  
Name: Nolan B. Patterson

STATE OF Iowa  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 18 day of February, 2020, by Nolan B. Patterson.

(SEAL)



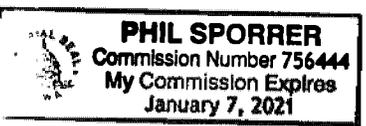
Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

By: Julie Patterson  
Name: Julie Patterson

STATE OF Iowa  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 18 day of February, 2020, by Julie Patterson.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*

Name: Jeanine G. Wolanski

Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B Thayer*  
Typed or Printed  
*5/31/2023*  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

The East Half (E ½) of the East Half (E ½) of the Northwest Quarter ( NW ¼) and the West Half (W ½) of the Northeast Quarter (NE ¼) in Section Five (5), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201089  
Recorded: 3/11/2020 at 10:51:13.0 AM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201089  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 18 day of February, 2020 (the “**Amendment Effective Date**”), by and between Nolan B. Patterson, a married person (“**Owner**”), successor-in-interest to Eldon P. Anderson, Trustee of The Eldon P. and Sharon K. Anderson Revocable Trust, Fonda L. Anderson, Trustee of The Paul W. and Fonda L. Anderson Revocable Trust, Robert L. and Joyce Anderson, husband and wife, and David E. and Patricia Anderson husband and wife, with a tax mailing address of 1346 100th Street, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 15, 2009 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 18, 2009 in the Official Public Records of Boone County, Iowa, in Book 2009 and Page 0656, Book 2009 and Page 0657, Book 2009 and Page 0658, and Book 2009 and Page 0659 (the “**Official Records**”), concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development,

converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

#### AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: Nolan B. Patterson  
Name: Nolan B. Patterson

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 18 day of February 2020, by Nolan B. Patterson.



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Memorandum of Amendment, Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Memorandum of Amendment.

Spouse's signature:

By: Julie Patterson  
Name: Julie Patterson

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 18 day of February 2020, by Julie Patterson, spouse.



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

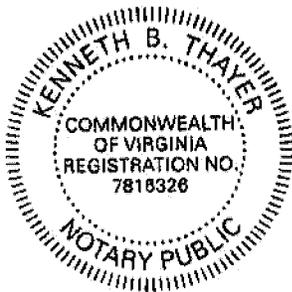
By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/21/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

Northwest Quarter (NW  $\frac{1}{4}$ ) of the South East Quarter (SE  $\frac{1}{4}$ ) of Section Six (6), Township 85 North, Range 26 West of the 5<sup>th</sup> P.M., Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201090  
Recorded: 3/11/2020 at 10:51:14.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201090  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 24 day of February, 2020 (the “**Amendment Effective Date**”), by and between Tracy E. Westrum and Konni J. Westrum, husband and wife (collectively, “**Owner**”), with a tax mailing address of 69 N Avenue, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of March 24, 2009 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on March 30, 2009 in the Official Public Records of Boone County Iowa (the “**Official Records**”) in Book 2009, Page 1276, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

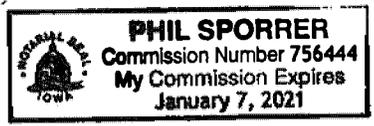
**OWNER:**

By: Konni J. Westrum  
Name: Konni J. Westrum

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 24 day of February 2020, by Konni J. Westrum.

(SEAL)



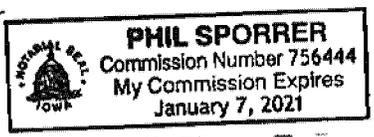
Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

By: Tracy E. Westrum  
Name: Tracy E. Westrum

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 24 day of February 2020, by Tracy E. Westrum.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and the North Half (N ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Six (6), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201091  
Recorded: 3/11/2020 at 10:51:15.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201091  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 24 day of February, 2020 (the “**Amendment Effective Date**”), by and between Arlys F. Westrum, Trustee of the Arlys F. Westrum Revocable Trust, established September 20, 2013 (“**Owner**”), successor-in-interest to Arlys F. Westrum, a single person, with a tax mailing address of 1119 Byron St., Box 94, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of March 25, 2009 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on April 13, 2009 in the Official Public Records of Boone County Iowa (the “**Official Records**”) in Book 2009, Page 1514, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

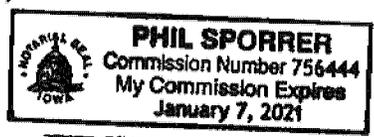
**OWNER:**

By: Arllys F Westrum Trustee  
Name: Arlys F. Westrum, Trustee of the Arlys F. Westrum Revocable Trust, established September 20, 2013

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 24 day of February 2020 by Arlys F. Westrum, Trustee of the Arlys F. Westrum Revocable Trust, established September 20, 2013.

(SEAL)



Phil Sporer  
Notary Public  
Phil Sporer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The East Half (E 1/2) of the Northeast (NE) Quarter Except Parcels A&B in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Eight (8), All in Township Eighty-Five (85) North, Range Twenty-Six, West of the 5<sup>th</sup> P.M., Boone County, Iowa.**

Unique Doc ID: 2020\_0320\_201250  
Recorded: 3/20/2020 at 10:36:59.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201250  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
(434) 220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 9<sup>th</sup> day of March, 2020 (the “**Amendment Effective Date**”), by and between Jennifer L. Fallein and Roger J. Dunsmore, husband and wife (collectively, “**Owner**”), with a tax mailing address of 1802 N. 6th St., Coeur d'Alene, ID 83814, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of May 26, 2009 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on June 5, 2009 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2009, Page 2538, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

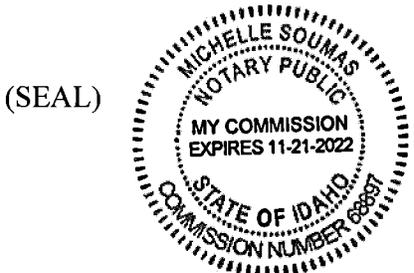
**OWNER:**

By: Jennifer L. Fallein  
Name: Jennifer L. Fallein

STATE OF Idaho

COUNTY OF Kootenai

The foregoing instrument was acknowledged before me this 9 day of March, 2020, by Jennifer L. Fallein.



Michelle Soumas  
Notary Public  
Michelle Soumas  
Typed or Printed  
11-21-2022  
Commission Expiration Date

By: Roger J. Dunsmore  
Name: Roger J. Dunsmore

STATE OF Idaho

COUNTY OF Kootenai

The foregoing instrument was acknowledged before me this 9 day of March, 2020, by Roger J. Dunsmore.



Michelle Soumas  
Notary Public  
Michelle Soumas  
Typed or Printed  
11-21-2022  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

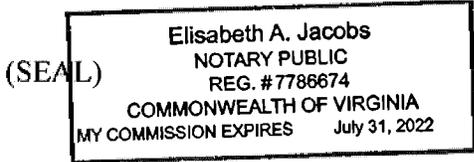
By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19 day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.



*Elisabeth A. Jacobs*  
Notary Public  
Elisabeth A. Jacobs  
Typed or Printed  
7-31-2022  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The Southwest Fractional Quarter (SW FR ¼) of Section Six (6), Township Eighty-Five (85) North, Range Twenty-Six (26) West of the Fifth P.M., Except the South Nineteen (19) acres of the East Half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Six (6), and the South Half (S ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section One (1), Township Eighty-Five (85) North, Range Twenty-Seven (27) West of the Fifth P.M., and Except the South West Fractional Quarter of Southwest Fractional Quarter (SW FR ¼) and West Half (W ½) of the Southeast Quarter (SE ¼) of the Southwest Fractional Quarter (SW FR ¼) of Section Six (6), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa.**

**And**

**The Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Six (6), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa.**

Unique Doc ID: 2020\_0320\_201251  
Recorded: 3/20/2020 at 10:37:00.0 AM  
County Recording Fee: \$52.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$55.00  
Revenue Tax:  
Instr. Number: 201251  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
(434) 220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 12 day of March, 2020 (the “**Amendment Effective Date**”), by and between Jo Ann O. Boyd, a single person, Life Estate Tenant; and Jeffrey L. Boyd, a single person, Julie K. Pepper, a single person, Joni L. Burroughs, a married person, and Gracia S. Parker, a single person, Remaindermen (collectively, “**Owner**”), successor-in-interest to Jo Ann O. Boyd, a single person, with a tax mailing address of 309 Woodmar Heights, Fort Dodge, IA 50501, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of May 26, 2009 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on June 8, 2009 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2009, Page 2585, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy

converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

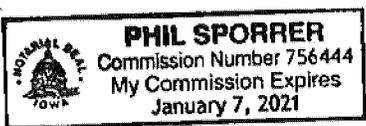
By: Jo Ann O. Boyd  
Name: Jo Ann O. Boyd

STATE OF Iowa

COUNTY OF Webster

The foregoing instrument was acknowledged before me this 26 day of February, 2020, by Jo Ann O. Boyd.

(SEAL)



Phil Sporrer

Notary Public

Phil Sporrer

Typed or Printed

1/7/21

Commission Expiration Date

**OWNER:**

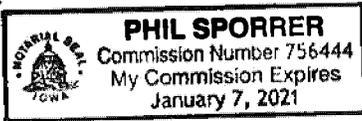
By: Jeffrey L. Boyd  
Name: Jeffrey L. Boyd

STATE OF Iowa

COUNTY OF Marshall

The foregoing instrument was acknowledged before me this 27 day of February 20,  
by Jeffrey L. Boyd.

(SEAL)



Phil Sporrer  
Notary Public

Phil Sporrer

Typed or Printed 1/7/21

Commission Expiration Date

**OWNER:**

By: Julie K Pepper  
Name: Julie K. Pepper

STATE OF IOWA

COUNTY OF Plymouth

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2020,  
by Julie K. Pepper.

(SEAL)



Erica Pepper  
Notary Public  
Erica Pepper  
Typed or Printed  
1-9-2023  
Commission Expiration Date

**OWNER:**

By: Joni L. Burroughs  
Name: Joni L. Burroughs

STATE OF Iowa

COUNTY OF Marshall

The foregoing instrument was acknowledged before me this 27 day of February, 2020,  
by Joni L. Burroughs.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Amendment, Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment.

Spouse's signature:

By: Mike Burroughs  
Name: Mike Burroughs

STATE OF Iowa

COUNTY OF Marshall

The foregoing instrument was acknowledged before me this 27 day of February, 2020,  
by Mike Burroughs, spouse.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**OWNER:**

By: Gracia S. Parker  
Name: Gracia S. Parker

STATE OF Iowa

COUNTY OF Webster

The foregoing instrument was acknowledged before me this 26 day of February 2020,  
by Gracia S. Parker.

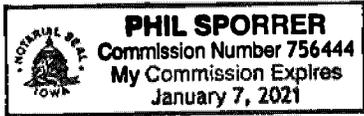
Phil Sporer  
Notary Public

Phil Sporer

Typed or Printed 1/7/21

Commission Expiration Date

(SEAL)



**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

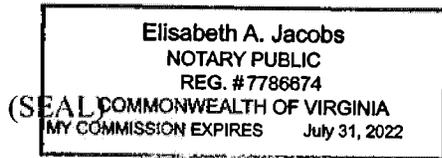
By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 19 day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.



*Elisabeth A. Jacobs*  
Notary Public  
Elisabeth A. Jacobs  
Typed or Printed  
7-31-2022  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The West Half (W ½) of the Southwest quarter (SW ¼) of Section Nine (9) and the East Half (E ½) of the Southeast quarter (SE ¼) of Section 8, all in Township Eighty-five (85) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201092  
Recorded: 3/11/2020 at 10:51:17.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201092  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 5 day of March, 2020 (the “**Amendment Effective Date**”), by and between Deldet Land Co., an Iowa corporation (“**Owner**”), successor-in-interest to Nolan L. Quam, a single person, with a tax mailing address of 1955 400th Street, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of March 25, 2011 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on April 28, 2011 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2011, Page 1499, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

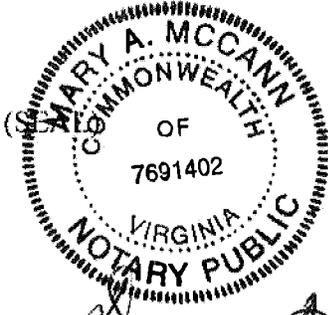
**Deldet Land Co., an Iowa corporation**

By: Debra L. Martino  
Name: Debra L. Martino  
Title: President

STATE OF Virginia

COUNTY OF Virginia Beach

The foregoing instrument was acknowledged before me this 5 day of March, 2020, by Debra L. Martino, President of Deldet Land Co., an Iowa corporation.



Mary A. McCann  
Notary Public  
Mary A. McCann  
Typed or Printed  
Nov 30, 2020  
Commission Expiration Date

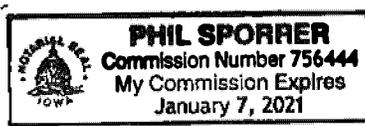
By: Dennis T. Quam  
Name: Dennis T. Quam  
Title: Secretary

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 22 day of February, 2020, by Dennis T. Quam, Secretary of Deldet Land Co., an Iowa corporation.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

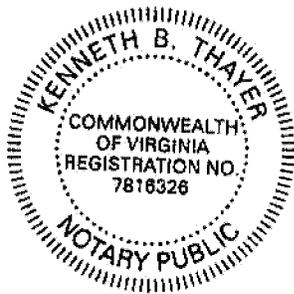
By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/21/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Eleven (11), Township Eighty-five (85) North, Range Twenty-six (26) west of the 5<sup>th</sup> P.M., Boone County, Iowa subject to public highways.**

Unique Doc ID: 2020\_0311\_201093  
Recorded: 3/11/2020 at 10:51:18.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201093  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 28 day of February, 2020 (the “**Amendment Effective Date**”), by and between Jerome L. Behn, a/k/a Jerry L. Behn, and Dennise M. Behn, husband and wife (collectively, “**Owner**”), with a tax mailing address of 1313 Quil Ave, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 27, 2017 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 9, 2017 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), as Instrument Number 170538, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

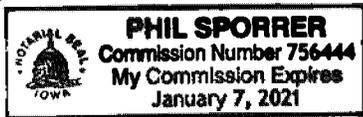
**OWNER:**

By: *Jerome L. Behn*  
Name: Jerome L. Behn, a/k/a Jerry L. Behn

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 28 day of February, 2020, by Jerome L. Behn, a/k/a Jerry L. Behn.

(SEAL)



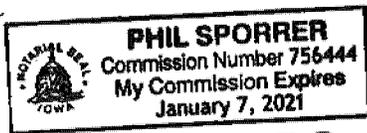
*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

By: *Dennise M. Behn*  
Name: Dennise M. Behn

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 28 day of February, 2020, by Dennise M. Behn.

(SEAL)



*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

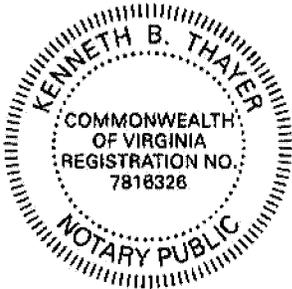
By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**West Half (W ½) of the Northwest Quarter (NW ¼) of Section Thirteen (13) Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201094  
Recorded: 3/11/2020 at 10:51:19.0 AM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax:  
Instr. Number: 201094  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902

434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 20 day of February, 2020 (the “**Amendment Effective Date**”), by and between Violet G. Carlson, a single person; Sandra J. Nelson, a married person; and Sharon A. Bergman, a married person (collectively, “**Owner**”), with a tax mailing address of 1250 Highway 175 East Unit #210, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of February 1, 2017 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 9, 2017 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), as Instrument Number 170539, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

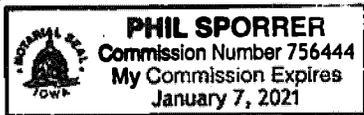
By: *Violet G. Carlson*  
Name: Violet G. Carlson

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February 20 20 by Violet G. Carlson.

(SEAL)



*Phil Sporrer*  
Notary Public *Phil Sporrer*  
Typed or Printed 1/7/21  
Commission Expiration Date

**OWNER:**

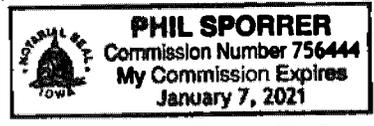
By: Sandra J Nelson  
Name: Sandra J. Nelson

STATE OF Iowa

COUNTY OF Story

The foregoing instrument was acknowledged before me this 18 day of February, 2020, by Sandra J. Nelson.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Amendment Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment

Spouse's signature:

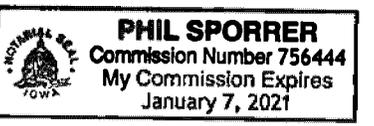
By: Douglas D. Nelson  
Name: Douglas D. Nelson

STATE OF Iowa

COUNTY OF Story

The foregoing instrument was acknowledged before me this 18 day of February, 2020, by Douglas D. Nelson, spouse.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

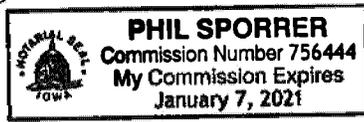
**OWNER:**

By: Sharon A Bergman  
Name: Sharon A. Bergman

STATE OF Iowa  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February, 2020,  
by Sharon A. Bergman.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Amendment Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment

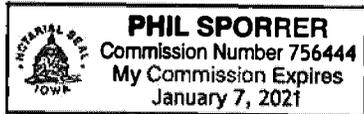
Spouse's signature:

By: Tony Bergman  
Name: Tony Bergman

STATE OF Iowa  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February, 2020,  
by Tony Bergman, spouse.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/21/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

North Half (N ½) of Southwest Quarter (SW ¼) of Section Four (4), Township **Eighty-Five (85)** North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201095  
Recorded: 3/11/2020 at 10:51:20.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201095  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 17 day of February, 2020 (the “**Amendment Effective Date**”), by and between Douglas C. Gustafson and Margaret Ann Gustafson, husband and wife (collectively, “**Owner**”), with a tax mailing address of 515 South Cedar St, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 25, 2017 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 9, 2017 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), as Instrument Number 170542, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: *Douglas C. Gustafson*  
Name: Douglas C. Gustafson

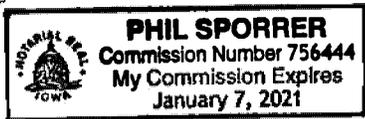
STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Douglas C. Gustafson.

*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

(SEAL)



By: *Margaret Ann Gustafson*  
Name: Margaret Ann Gustafson

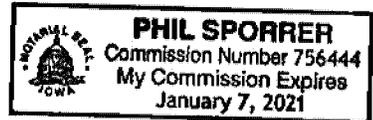
STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Margaret Ann Gustafson.

*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

(SEAL)



**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**Northwest Quarter (NW ¼), and the West Quarter (W ¼) of the Northeast Quarter (NE ¼) of Section Ten (10), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201096  
Recorded: 3/11/2020 at 10:51:21.0 AM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201096  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 20 day of February, 2020 (the “**Amendment Effective Date**”), by and between Susan Robinson, Trustee of the Susan M. Robinson Revocable Trust Dated September 27, 2005 (“**Owner**”), with a tax mailing address of 1012 Wingate Drive, Boonville, MO 65233, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 30, 2017 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 9, 2017 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), as Instrument Number 170545, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: Susan M Roberson  
Name: Susan Roberson, Trustee of the Susan M. Robinson Revocable Trust Dated September 27, 2005

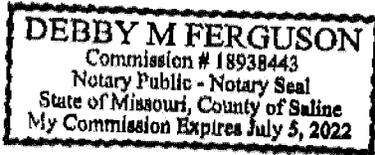
STATE OF Missouri

COUNTY OF Casper

The foregoing instrument was acknowledged before me this 20 day of February, 2020, by Susan Roberson, Trustee of the Susan M. Robinson Revocable Trust Dated September 27, 2005.

(SEAL)

Debby M. Ferguson  
Notary Public  
Debby M. Ferguson  
Typed or Printed  
7/5/2020  
Commission Expiration Date



**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**Northeast Quarter (NE ¼) of Section Thirteen (13), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa.**

**AND**

**Northeast Quarter (NE ¼) of Section Eighteen (18), Township Eighty-Five (85) North, Range Twenty-Five (25), West of the 5<sup>th</sup> P.M., in Boone County, Iowa, except public highway; and except Parcel A in Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of said Section Eighteen (18), more particularly described as beginning at the East quarter corner of said Section Eighteen (18); thence S 89°53'14"W along the south line of said Northeast Quarter (NE ¼) for 465.33 feet; thence N 00°31'35"W, 715.97 feet; thence N 89°01'30"E, 475.44 feet to the East line of said Section Eighteen (18); thence S 00°16'30"W, 723.12 feet to the point of beginning, containing 7.77 acres, with 1.21 acres subject to public road.**

Unique Doc ID: 2020\_0311\_201113  
Recorded: 3/11/2020 at 1:45:27.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201113  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 17 day of February, 2020 (the “**Amendment Effective Date**”), by and between The Elkhorn Farms Corp., an Iowa corporation (“**Owner**”), with a tax mailing address of 399 Lilac Lane, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 25, 2017 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 9, 2017 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), as Instrument Number 170548, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

The Elkhorn Farms Corp., an Iowa corporation

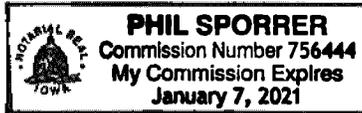
By: *Byron Westrum*  
Name: Byron Westrum  
Title: President

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February 2020, by Byron Westrum, President, The Elkhorn Farms Corp., an Iowa corporation.

(SEAL)



*Phil Sporrer*  
Notary Public  
*Phil Sporrer*  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

Northwest Fractional Quarter (NW frl. ¼) of Section Eighteen (18), Township Eighty-Five (85) North, Range Twenty-Five (25), West of the 5<sup>th</sup> P.M., in Boone County, Iowa.

LESS AND EXCEPT:

Parcel A in Northeast quarter (1/4) of Northwest quarter (1/4) of Section eighteen (18), Township eighty-five (85) North, Range twenty-five (25), West of the 5<sup>th</sup> P.M., Boone County, Iowa, as shown on Plat of Survey recorded as Instrument No. 171697, in the office of the Recorder of Boone County, Iowa.

Grantor reserves an easement for ingress and egress for use of Grantor's tenants, agents, employees, and invitees over a strip of land fifty (50) feet wide adjacent to and along the western boundary of said Parcel A, including existing driveway.

AND

West Half (W ½) of the Northeast Quarter (NE ¼), and the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-Six (26), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa, except public highway; and except the Leininger Cemetery in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section Twenty-Six (26), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa, thence S 00°00'W, 822.00 feet to the point of beginning; thence S 00°00'W, 343.00 feet; thence N 90°00'W, 127.00 feet; thence N 00°00'E, 343.00 feet; thence S 90°00'E, 127.00 feet; to the point of beginning containing 1.00 acres, including 0.26 acres of existing local road; and except beginning 424.6 feet East of the North Quarter (N ¼) Corner of Section Twenty-Six (26), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., thence East 155.1 feet, thence South 219.0 feet, thence West 155.1 feet, thence North 219.0 feet to point of beginning; and except Parcel B described as commencing at the North ¼ Corner of Section Twenty-Six (26), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa, thence N 90°00'E, along the North line of the Northeast Quarter (NE ¼) thereof, a distance of 628.7 feet to the point of beginning; thence S 00°00'W, 225.5 feet; thence N 90°00'E, 264.2 feet; thence N 01°18'W, 225.56 feet to said North line; thence N 90°00'W, 259.11 feet along said North line to the point of beginning, containing 1.35 acres, of which 0.20 acres is in County Road right of way; and except Parcel C described as a part of the Northwest Quarter (NW ¼) of Section Twenty-

Six (26), as described in a Court Officer Deed filed for record in the Office of the Boone County Recorder in Book 2005, Page 5415, and Parcel A in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty-Six (26), as shown in a Plat of Survey prepared by Leon H. Cornelis and filed for record in the Office of the Boone County Recorder in Book 22, Page 82, and a part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty-Six (26), all in Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa, and being more particularly described as commencing at the North Quarter Corner of said Section Twenty-Six (26); thence N 90°00'00"E, 424.60 feet along the north line of the Northeast Quarter (NE ¼) of said Section Twenty-Six (26) to the Point of Beginning; thence continuing N 90°00'00"E, 204.11 feet to the Northeast Corner of said Parcel A; thence S 00°00'00"W, 418.60 feet along the east line of said Parcel A and that line extended; thence S 90°00'00"W, 204.11 feet; thence N 00°00'00"W, 418.60 feet to the Point of Beginning, containing 1.96 acres, which includes 0.15 acres of existing public road right of way; and except Parcel E described as commencing at the North Quarter Corner of said Section Twenty-Six (26); thence N 90°00'00"E, 887.64 feet along the North line of said Section Twenty-Six (26) to the Northeast Corner of Parcel B in said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) as surveyed by Leon H. Cornelis and filed in Book 22, Page 82, in the office of the Boone County Recorder; thence S 01°19'35"E, 225.51 feet along the East line of said Parcel B to the Southeast Corner thereof and the point of beginning; thence S 01°32'30"E, 193.79 feet; thence N 89°52'44"W, 269.37 feet to the Southeast Corner of Parcel C in said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) as surveyed by R. Bradley Stumbo and filed in Book 29, Page 101 in the office of the Boone County Recorder; thence N 00°00'00"E, 193.14 feet along the East line of said Parcel C to the Southwest Corner of said Parcel B; thence N 89°59'49"E, 264.15 feet along the South line of said Parcel B to the point of beginning, containing 1.18 acres; and except Parcel D described as beginning at the Southeast Corner of the Northeast Quarter (NE ¼) of said Section Twenty-Six (26); thence N 89°45'23"W, 1,309.63 feet to the Southwest Corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section Twenty-Six (26); thence N 00°23'34"W, 106.27 feet along the West line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section Twenty-Six (26); thence N 86°33'15"W, 705.11 feet; thence N 02°31'33"W, 281.50 feet; thence S 87°13'07"E, 306.96 feet; thence S 68°19'48"E, 373.33 feet; thence S 88°30'03"E, 373.85 feet, thence S 88°44'03"E, 872.49 feet to a point on the West line of Leininger Cemetery; thence following the boundary of said cemetery S 00°00'43"W, 114.83 feet to the Southwest Corner thereof; thence S 89°59'28"E, 127.07 feet to the Southeast Corner thereof, said point being on the East line of said Section Twenty-Six (26); thence S 00°00'00"W, 138.79 feet to the point of beginning, containing 11.56 acres which includes 0.11 acres of existing public right of way; all West of the 5<sup>th</sup> P.M., in Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201114  
Recorded: 3/11/2020 at 1:45:28.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201114  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 24 day of February, 2020 (the “**Amendment Effective Date**”), by and between Tracy E. Westrum and Konni J. Westrum, husband and wife (collectively, “**Owner**”), with a tax mailing address of 69 N Avenue, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of January 30, 2017 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 14, 2017 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), as Instrument Number 170617, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

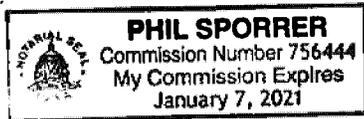
**OWNER:**

By: *Tracy E. Westrum*  
Name: Tracy E. Westrum

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 24 day of February 2020, by Tracy E. Westrum.

(SEAL)



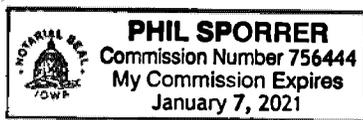
*Phil Sporrer*  
Notary Public *Phil Sporrer*  
Typed or Printed 1/7/21  
Commission Expiration Date

By: *Konni J. Westrum*  
Name: Konni J. Westrum

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 24 day of February 2020, by Konni J. Westrum.

(SEAL)



*Phil Sporrer*  
Notary Public *Phil Sporrer*  
Typed or Printed 1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*

Name: Jeanine G. Wolanski

Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public

*Kenneth B. Thayer*

Typed or Printed  
5/31/2023

Commission Expiration Date

## EXHIBIT A

### LEGAL DESCRIPTION

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

The Southwest Fractional Quarter (SW Fr  $\frac{1}{4}$ ) of the Southwest Fractional Quarter (SW Fr  $\frac{1}{4}$ ), and the West Half (W  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Fractional Quarter (SW Fr  $\frac{1}{4}$ ) of Section Six (6), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa, except Parcel A in Southwest Fractional Quarter (SW Fr  $\frac{1}{4}$ ) of the Southwest Fractional Quarter (SW Fr  $\frac{1}{4}$ ) of said Section Six (6), more particularly described as commencing at the Southwest Corner of said Section Six (6); thence South  $89^{\circ}30'41''$  East, 322.00 feet along the South line of said Fractional Southwest Quarter (Fr SW  $\frac{1}{4}$ ) to the point of beginning; thence South  $89^{\circ}30'41''$  East, 491.00 feet along said South line; thence North  $00^{\circ}17'25''$  West, 288.00 feet; thence North  $89^{\circ}30'41''$  West, 491.00 feet; thence South  $00^{\circ}17'25''$  East, 288.00 feet to the point of beginning containing 3.25 acres total including 0.01 acres of existing right of way, subject to easements. For the purpose of this survey, the south line of said Fractional Southwest Quarter (Fr SW  $\frac{1}{4}$ ) was determined to bear South  $89^{\circ}30'41''$  East using GPS.

And

The South Half (S  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ), and the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Six (6), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa.

And

The Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Five (5), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa, except commencing at the Northeast Corner thereof, running thence West Twenty-Three (23) rods, thence South Seven (7) rods, thence East Twenty-Three (23) rods, thence North Seven (7) rods to the place of beginning.

And

The South Half (S  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Five (5), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa; except Lot One (1) in the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section Five (5) described as from the Southwest Corner of Section Five (5), the point of beginning, thence N  $00^{\circ}00'$  East 393.00 feet, thence N  $89^{\circ}31.5'$  East 443.00 feet, thence S  $00^{\circ}00'$  West 393.00 feet, thence S  $89^{\circ}31.5'$  West 443.00 feet, to the point of beginning containing 3.23 acres, excluding existing County Right of Way; and except South Two (2) rods of Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Five (5), Township Eighty-Five (85) North, Range Twenty-Six (26),

West of the 5<sup>th</sup> P.M., in Boone County, Iowa.

**And**

The Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ), and the East Quarter (E  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Seven (7), Township Eighty-Five (85) North, Range Twenty-Six (26), West of the 5<sup>th</sup> P.M., in Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201115  
Recorded: 3/11/2020 at 1:45:29.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201115  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 25 day of February, 2020 (the “**Amendment Effective Date**”), by and between Richard Heeren and Julie Heeren, husband and wife (collectively, “**Owner**”), successor-in-interest to Kenneth D. Patterson and Bethene K. Ingle, siblings, with a tax mailing address of 2070 380th St., Stanhope, IA 50246, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of October 29, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on November 10, 2008 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2008, Page 5086, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

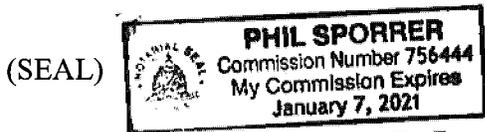
**OWNER:**

By: *Richard Heeren*  
Name: Richard Heeren

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 25 day of February, 2020, by Richard Heeren.



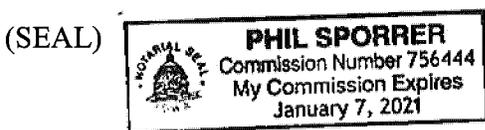
*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

By: *Julie Heeren*  
Name: Julie Heeren

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 25 day of February 2020, by Julie Heeren.



*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
*5/31/2023*  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**Northeast fractional quarter (1/4) of Northeast quarter (1/4) of Section six (6), Township eighty-five (85) North, Range twenty-six (26) West of the 5th P.M., Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201116  
Recorded: 3/11/2020 at 1:45:30.0 PM  
County Recording Fee: \$42.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$45.00  
Revenue Tax:  
Instr. Number: 201116  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902

434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 20 day of February, 2020 (the “**Amendment Effective Date**”), by and between Violet G. Carlson, a single person; Steven D. Carlson, a married person; and Raymond E. Carlson, a married person (collectively, “**Owner**”), successor-in-interest to Dale E. and Violet G. Carlson, husband and wife, with a tax mailing address of 1250 Highway 175 East Unit #210, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of December 17, 2008 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 18, 2009 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2009, Page 0661, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy

converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: Violet G. Carlson  
Name: Violet G. Carlson

STATE OF Iowa

COUNTY OF Hamilton

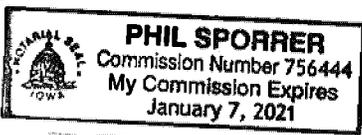
The foregoing instrument was acknowledged before me this 20 day of February 2020, by Violet G. Carlson.

(SEAL)

Phil Sporre  
Notary Public

Phil Sporre  
Typed or Printed

1/7/21  
Commission Expiration Date



**OWNER:**

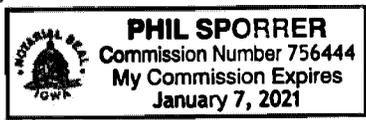
By: Steve D Carlson  
Name: Steven D. Carlson

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February 2020,  
by Steven D. Carlson.

(SEAL)



Phil Sporrer  
Notary Public

Phil Sporrer  
Typed or Printed

1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Amendment Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment

Spouse's signature:

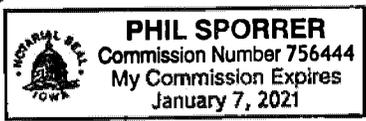
By: Janice Carlson  
Name: Janice Carlson

STATE OF Iowa

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 20 day of February, 2020,  
by Janice Carlson, spouse.

(SEAL)



Phil Sporrer  
Notary Public

Phil Sporrer  
Typed or Printed

1/7/21  
Commission Expiration Date

**OWNER:**

By: Raymond E Carlson  
Name: Raymond E. Carlson

STATE OF Iowa

COUNTY OF Boone

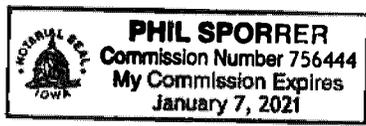
The foregoing instrument was acknowledged before me this 17 day of February, 20 20 by Raymond E. Carlson.

Phil Sporrer  
Notary Public

Phil Sporrer  
Typed or Printed

1/7/21  
Commission Expiration Date

(SEAL)



With respect to this Amendment and Developer's rights hereunder, by executing this Amendment Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment

Spouse's signature:

By: Brenda M Carlson  
Name: Brenda M. Carlson

STATE OF Iowa

COUNTY OF Boone

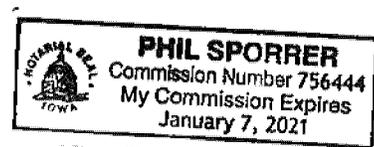
The foregoing instrument was acknowledged before me this 17 day of February, 20 20, by Brenda M. Carlson, spouse.

Phil Sporrer  
Notary Public

Phil Sporrer  
Typed or Printed

1/7/21  
Commission Expiration Date

(SEAL)



**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

West  $\frac{1}{2}$  NW frl.  $\frac{1}{4}$ , Section 4, Township 85 North, Range 26 West of the 5th P.M., Boone County, Iowa except beginning at the Northeast corner of Northwest quarter (1/4) of Northwest quarter (1/4) of said Section four (4), running thence South 670 feet, thence West 670 feet, thence North 670 feet, thence East to the point of beginning.

Unique Doc ID: 2020\_0311\_201117  
Recorded: 3/11/2020 at 1:45:31.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201117  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 17 day of February 2020 (the “**Amendment Effective Date**”), by and between Westrum Family Land, Inc., an Iowa corporation (“**Owner**”), successor-in-interest to Elkhorn Farms, Inc., with a tax mailing address of 400 Lilac Lane, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of April 23, 2007 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on June 4, 2007 in the Official Public Records of Boone County, Iowa, in Book 2007, Page 2751, and recorded on June 28, 2007 in the Official Public Records of Hamilton County, Iowa, as Instrument 2007 1779, (the “**Official Records**”), concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

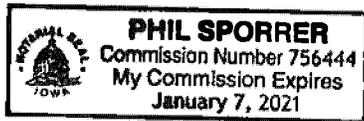
Westrum Family Land, Inc., an Iowa corporation

By: Kevin Westrum  
Name: Kevin Westrum  
Title: President

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Kevin Westrum, President, Westrum Family Land, Inc., an Iowa corporation.

(SEAL)



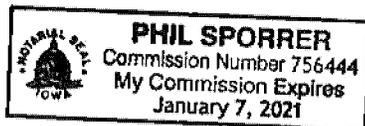
Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

By: Marilyn Westrum  
Name: Marilyn Westrum  
Title: Secretary

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Marilyn Westrum, Secretary, Westrum Family Land, Inc., an Iowa corporation.

(SEAL)



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*

Name: Jeanine G. Wolanski

Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Boone County and Hamilton County, Iowa more fully described as follows:

West half (1/2) of Southeast quarter (1/4) of Section five (5), Township eighty-five (85) North, Range twenty-six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa, except coal and minerals thereunder.

AND

Lot A in East half (1/2) of South West quarter (1/4) of Section seven (7), Township eighty-five (85) North, Range twenty-six (26), West of the 5<sup>th</sup> P.M., as shown by Plat recorded in Plat Book 8, Page 158, subject to public highway.

AND

That part of the East half (1/2) of South West quarter (1/4) of Section seven (7), Township eighty-five (85) North, Range twenty-six (26), West of the 5<sup>th</sup> P.M., described as follows: Commencing at the South East Corner said Section seven (7), running thence due West 1240.70 feet, thence South 0°06' East 894.70 feet, thence North 57°39' West 1917.20 feet, thence North 48°43 ½' West 848.55 feet to a point of beginning, thence North 48°43 ½' West 631.68 feet, thence northwesterly along a 666.86 foot radius curve concave easterly and tangent to the following course a distance of 557.07 feet, thence North 00°49' West 40.78 feet, thence North 87°37 ½' East 726.76 feet, thence South 01°21 ¾' West 978.61 feet to the point of beginning, subject to public highways.

AND

Southeast Quarter (SE1/4) of Section Thirty-five (35), Township 86 North, Range 26 West of the 5<sup>th</sup> P.M., except beginning at the Southeast Corner of said Section Thirty-five (35), thence due West 2278.4 feet, thence North 0°03' West 630.4 feet, thence North 89°29 3/4' East 1420.4 feet, thence North 0°15 1/4' East 224.1 feet, thence South 88°50 ¼' East 856.0 feet, thence South 0°15 ¼' East 849.7 feet to the point of beginning, together with the Partition Fence Agreement recorded in Book 1993, Page 3455 and subject to easement of record and public highways.

Unique Doc ID: 2020\_0311\_201118  
Recorded: 3/11/2020 at 1:45:32.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201118  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 20 day of February, 2020 (the “**Amendment Effective Date**”), by and between Brandon King, a married person (“**Owner**”), successor-in-interest to Willie G. Jr. and Elaine K. Ubben, husband and wife, with a tax mailing address of 1525 155th Street, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of the March 24, 2009 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on March 30, 2009 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2009, Page 1277, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

OWNER:

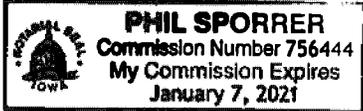
By: [Signature]  
Name: Brandon King

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 20 day of February 20 20, by Brandon King.

(SEAL)



[Signature]  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Amendment, Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment.

Spouse's signature:

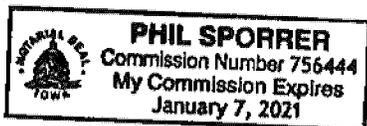
By: [Signature]  
Name: Amber King

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 20 day of February 20 20, by Amber King, spouse.

(SEAL)



[Signature]  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) AND Parcel "B" in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) as shown on "Plat of Survey" filed in the office of the Recorder, Boone County, Iowa on December 6, 2010 as Inst. No. 104913, Plat Book 32, Page 139. all in Section Three (3), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5th P.M., Boone County, Iowa. Subject to all easements of record.

Unique Doc ID: 2020\_0311\_201119  
Recorded: 3/11/2020 at 1:45:33.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201119  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902

434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 17 day of February, 2020 (the “**Amendment Effective Date**”), by and between Douglas C. Gustafson and Margaret Ann Gustafson, husband and wife (collectively, “**Owner**”), successor-in-interest to Ronald D. Leininger, a single person, with a tax mailing address of 515 South Cedar St, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of the February 18, 2010 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on March 12, 2010 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2010, Page 0853, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

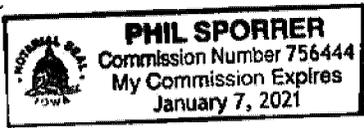
**OWNER:**

By: *Douglas C. Gustafson*  
Name: Douglas C. Gustafson

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Douglas C. Gustafson.

(SEAL)



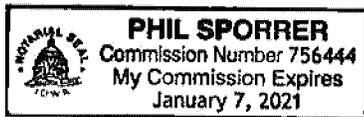
*Phil Sporrer*  
Notary Public  
*Phil Sporrer*  
Typed or Printed  
1/7/21  
Commission Expiration Date

By: *Margaret Ann Gustafson*  
Name: Margaret Ann Gustafson

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 17 day of February, 2020, by Margaret Ann Gustafson.

(SEAL)



*Phil Sporrer*  
Notary Public  
*Phil Sporrer*  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**South half ( $\frac{1}{2}$ ) of Northeast quarter ( $\frac{1}{4}$ ) of Section eleven (11), Township eighty-five (85) North, Range twenty-six (26), West of the 5<sup>th</sup> P.M., Boone County, Iowa except that part thereof lying in Parcel A in Southeast quarter ( $\frac{1}{4}$ ) of Northeast quarter ( $\frac{1}{4}$ ) of said Section eleven (11), as shown on Plat of Survey recorded in Plat Book 33, Page 56, in the office of the Recorder of Boone County, Iowa.**

Unique Doc ID: 2020\_0311\_201120  
Recorded: 3/11/2020 at 1:45:34.0 PM  
County Recording Fee: \$42.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$45.00  
Revenue Tax:  
Instr. Number: 201120  
Chris R. Duncan Recorder  
Boone County, Iowa

---

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 23 day of February, 2020 (the “**Amendment Effective Date**”), by and between Janet Elaine Harris, a married person, as Life Estate Tenant, and Bret A. Harris, a married person, as Remainderman; and Burr Oak Acres, Inc., an Iowa corporation (collectively, “**Owner**”), with a tax mailing address of 1099 105th Street, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of July 18, 2018 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on October 19, 2018 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2018, Page 4289, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**The remainder of this page is intentionally blank.**

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

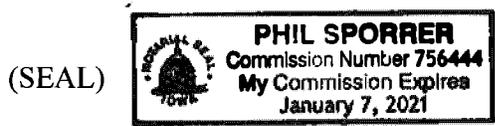
**OWNER:**

By: Janet Elaine Harris  
Name: Janet Elaine Harris

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 23 day of February, 2020, by Janet Elaine Harris.



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Amendment, Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment.

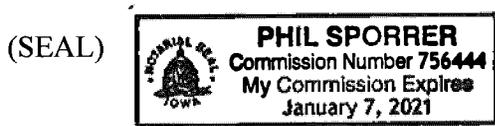
Spouse's signature:

By: Dale Harris  
Name: Dale Harris

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 23 day of February, 2020, by Dale Harris, spouse.



Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**OWNER:**

By: Bret Harris  
Name: Bret A. Harris

STATE OF Iowa  
COUNTY OF Roane

The foregoing instrument was acknowledged before me this 23 day of February, 2020, by Bret A. Harris.

(SEAL) 

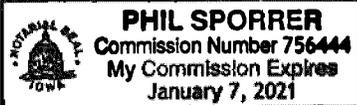
Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

With respect to this Amendment and Developer's rights hereunder, by executing this Amendment Spouse hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to the Property, and ratifies the contents of this Amendment

Spouse's signature:  
By: Diana Harris  
Name: Diana Harris

STATE OF Iowa  
COUNTY OF Story

The foregoing instrument was acknowledged before me this 23 day of February, 2020, by Diana Harris, spouse.

(SEAL) 

Phil Sporrer  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**OWNER:**

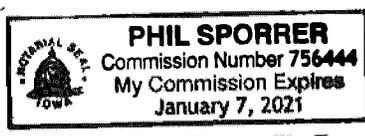
Burr Oak Acres, Inc., an Iowa corporation

By: *Dale Harris*  
Name: Dale Harris  
Title: President

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 23 day of February, 2020, by Dale Harris, President, Burr Oak Acres, Inc., an Iowa corporation.

(SEAL) 

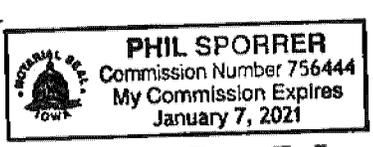
*Phil Sporrer*  
Notary Public *Phil Sporrer*  
Typed or Printed 1/7/21  
Commission Expiration Date

By: *Janet Harris*  
Name: Janet Harris  
Title: Secretary / Treasurer

STATE OF Iowa

COUNTY OF Boone

The foregoing instrument was acknowledged before me this 23 day of February, 2020, by Janet Harris, Secretary / Treasurer, Burr Oak Acres, Inc., an Iowa corporation.

(SEAL) 

*Phil Sporrer*  
Notary Public *Phil Sporrer*  
Typed or Printed 1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*

Name: Jeanine G. Wolanski

Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*

Notary Public

*Kenneth B. Thayer*

Typed or Printed

*5/31/2023*

Commission Expiration Date

EXHIBIT A

LEGAL DESCRIPTION

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

Tracts 1-5:

East fractional half ( $\frac{1}{2}$ ) of the Northwest quarter ( $\frac{1}{4}$ ) and the Southwest quarter ( $\frac{1}{4}$ ) of the Northwest quarter ( $\frac{1}{4}$ ), except two acres in the Southwest corner thereof, and the West half of the Northeast fractional quarter (frl  $\frac{1}{4}$ ), all in Section one (1), Township eighty-five (85) North, Range twenty-seven (27) West of the 5th P.M., Boone County, Iowa.

Unique Doc ID: 2020\_0311\_201121  
Recorded: 3/11/2020 at 1:45:35.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Instr. Number: 201121  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 21 day of February, 2020 (the “**Amendment Effective Date**”), by and between Thomas Richard Whyte and Sandra Kay Whyte, husband and wife (collectively, “**Owner**”), with a tax mailing address of 203 Morningside Street, Boone, IA 50036, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of July 31, 2018 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on October 19, 2018 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2018, Page 4290, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

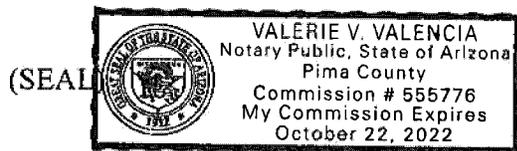
**OWNER:**

By: Thomas Richard Whyte  
Name: Thomas Richard Whyte

STATE OF Arizona

COUNTY OF Pima

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2020, by Thomas Richard Whyte.



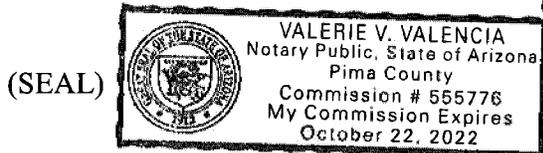
Valerie V. Valencia  
Notary Public  
Valerie V. Valencia  
Typed or Printed  
October 22, 2022  
Commission Expiration Date

By: Sandra Kay Whyte  
Name: Sandra Kay Whyte

STATE OF Arizona

COUNTY OF Pima

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2020, by Sandra Kay Whyte.



Valerie V. Valencia  
Notary Public  
Valerie V. Valencia  
Typed or Printed  
October 22, 2022  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

**East Half (E½) of Northeast Quarter (NE¼) of Section One (1), Township Eighty-five (85) North, Range Twenty-seven (27), West of the 5th P.M., Boone County, Iowa, except public highway; sometimes described as: East Fractional Half (E frl.½) of Northeast Quarter (NE¼) of Section One (1), Township Eighty-five (85) North, Range Twenty-seven (27), West of the 5th P.M., Boone County, Iowa, except public highway.**

Unique Doc ID: 2020\_0311\_201122  
Recorded: 3/11/2020 at 1:45:36.0 PM  
County Recording Fee: \$32.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$35.00  
Revenue Tax:  
Instr. Number: 201122  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
434-220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 2 day of March, 2020 (the “**Amendment Effective Date**”), by and between John F. Larson and Lois J. Larson, a/k/a Lois L. Larson, husband and wife (collectively, “**Owner**”), with a tax mailing address of 1240 100th Street, Stratford, IA 50249, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of August 30, 2018 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on November 2, 2018 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2018, Page 4499, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

**The remainder of this page is intentionally blank.**

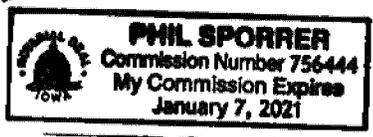
IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: *John F. Larson*  
Name: John F. Larson

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 2 day of March, 2020, by John F. Larson.

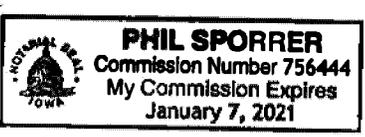
(SEAL) 

*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

By: *Lois J. Larson*  
Name: Lois J. Larson, a/k/a Lois L. Larson

STATE OF Iowa  
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 2 day of March, 2020, by Lois J. Larson, a/k/a Lois L. Larson.

(SEAL) 

*Phil Sporrer*  
Notary Public  
Phil Sporrer  
Typed or Printed  
1/7/21  
Commission Expiration Date

**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
*Kenneth B. Thayer*  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

Tract 1:

Northwest fractional quarter (1/4) of the Northeast fractional quarter (NE1/4) of Section Six (6), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5th P.M.

AND

Tract 2:

Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Six (6), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M.;

AND

Tracts 3-4:

Northeast Quarter of Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section Six (6), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M.,

AND

Tract 5:

Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section Six (6), Township Eighty-five (85) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M.;

Unique Doc ID: 2020\_0311\_201070  
Recorded: 3/11/2020 at 8:36:27.0 AM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax:  
Instr. Number: 201070  
Chris R. Duncan Recorder  
Boone County, Iowa

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THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURN TO:

Great Pathfinder Wind, LLC  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> Street NE, Suite 300  
Charlottesville, VA 22902  
(434) 220-7595

**AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND  
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT**

THIS AMENDMENT TO WIND ENERGY EASEMENT AGREEMENT AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (“**Amendment**”) is made effective as of the 21<sup>st</sup> day of Feb, 2020 (the “**Amendment Effective Date**”), by and between Terry Peter, a single person; and Karla Lippert, a single person (“**Owner**”), with a tax mailing address of 113 Sandpiper Ridge Dr, Ormond Beach, FL 32176, and Great Pathfinder Wind, LLC, a Delaware limited liability company (“**Developer**”) with a tax mailing address of c/o Apex Clean Energy, Inc., 310 4<sup>th</sup> Street NE, Suite 300, Charlottesville, VA 22902.

RECITALS:

A. Owner and Developer are parties to that certain Wind Energy Easement Agreement dated as of October 25, 2018 (as the same may have been modified, amended, assigned, and/or supplemented from time to time, the “**Agreement**”), a memorandum of which (the “**Memorandum**”) was recorded on February 7, 2019 in the Official Public Records of Boone County, Iowa (the “**Official Records**”), in Book 2019, Page 0357, concerning certain land more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Pursuant to the Agreement, Developer has the exclusive right to use the Property for wind energy purposes including wind resource evaluation, wind energy development, converting wind energy into electrical energy, collecting and transmitting the electrical energy converted from wind energy, and all activities related to the foregoing to the extent set forth in the Agreement.

C. Section 8.04 of the Zoning Ordinance for Boone County, Iowa governs the development of commercial/utility grade wind energy systems in Boone County (the “**Zoning Ordinance**”).

D. Owner and Developer desire to enter into this Amendment so that Owner may waive certain setbacks described in the Zoning Ordinance as more fully set forth below and so that third parties may have notice of such waiver.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgement and Waiver of Setbacks. Developer hereby notifies Owner, and Owner hereby acknowledges and understands, that the Zoning Ordinance currently requires Wind Turbines in the Wind Energy Project (whether on the Property or on other land in the vicinity) to be set back from each property line a minimum distance equal to 1.25 times the total height of the Wind Turbine (the “**Property Line Setback**”). Having been fully notified and informed, Owner hereby waives the Property Line Setback and consents to and approves the location of any Wind Turbine in the Wind Energy Project closer than 1.25 times the total height of the Wind Turbine from any property line of the Property (whether such Wind Turbine is located on the Property or on other land in the vicinity), provided any such Wind Turbine is located no closer than Seventy-Five (75) feet from any property line of the Property (as measured from the base of the Wind Turbine to the property line).

3. Ratification. Owner does hereby ratify and confirm the Agreement and the Memorandum, each as amended by this Amendment. This ratification shall be binding upon Owner and be for the benefit of the Developer, their respective successors and assigns, and shall run with the land.

4. Recording of Document. Upon execution of this Amendment, Developer may cause this Amendment to be recorded in the Official Records.

5. Miscellaneous

5.1 Full Force and Effect. Except as modified by this Amendment the Agreement and Memorandum and all terms and conditions thereof remain in full force and effect.

5.2 Multiple Counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Developer have caused this Amendment to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

**OWNER:**

By: Terry Peter  
Name: Terry Peter

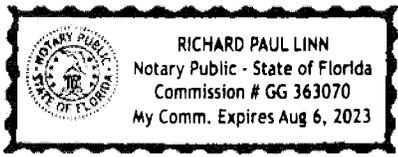
STATE OF FL

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 16 day of February 2020, by Terry Peter.

Richard Linn  
Notary Public

(SEAL)



Richard Linn  
Typed or Printed  
Aug 6th 2023  
Commission Expiration Date

**OWNER:**

By: Karla Lippert  
Name: Karla Lippert

STATE OF Minnesota

COUNTY OF Crow Wing

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2020,  
by Karla Lippert.

Ellen M. Mathison

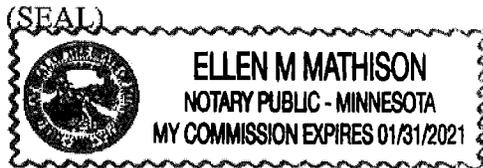
Notary Public

Ellen M. Mathison

Typed or Printed

01-31-2021

Commission Expiration Date



**DEVELOPER:**

**GREAT PATHFINDER WIND, LLC, a Delaware limited liability company**

By: Apex GCL, LLC, a Delaware limited liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*  
Name: Jeanine G. Wolanski  
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2020 by Jeanine G. Wolanski as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the sole member of Apex GCL, LLC, a Delaware limited liability company, the sole member of Great Pathfinder Wind, LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)



*Kenneth B. Thayer*  
Notary Public  
Kenneth B. Thayer  
Typed or Printed  
5/31/2023  
Commission Expiration Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is all of the following tracts or parcels of land, situated in Boone County, State of Iowa, more particularly described as follows:

Tracts 1-2:

East Half (E1/2) of the  
Southwest Quarter (SW1/4) of Section Seventeen (17), Township  
Eighty-five (85) North, Range Twenty-five (25), West of the 5<sup>th</sup>  
P.M., Boone County, Iowa, except public highways,

AND

Tracts 3-4:

West Half (W1/2) of Southwest quarter (SW1/4) of Section  
Seventeen (17), Township Eighty-five (85) North, Range Twenty-  
five (25), West of the 5<sup>th</sup> P.M., Boone County, Iowa, AND except  
Commencing 364 feet North of Southwest corner of Section  
Seventeen (17), Township Eighty-five (85) North, Range Twenty-  
five (25), thence East 10 rods on a line parallel to the South  
line of said Section Seventeen (17), thence South on a line  
parallel to the West line of said Section Seventeen (17), a  
distance of 364 feet to the South line of said Section Seventeen  
(17), thence West 10 rods on the South line of said Section  
Seventeen (17) to the Southwest corner of said Section Seventeen  
(17), thence North along the West line of said Section Seventeen  
(17), to point of beginning, except public highway AND except  
Parcel A in the Southwest quarter (SW1/4) of the Southwest  
Quarter (SW1/4) of said Section Seventeen (17), Township Eighty-  
five (85) North, Range Twenty-five, West of the 5<sup>th</sup> P.M., as  
shown on "Plat of Survey" filed in the office of the Recorder,  
Boone County, Iowa on July 9, 2012, as Instrument No. 123131,  
Plat Book 33 Page 148.

AND

Commencing 364 feet North of Southwest corner of Section Seventeen (17), Township Eighty-five (85) North, Range Twenty-five (25), thence East 10 rods on a line parallel to the South line of said Section Seventeen (17), thence South on a line parallel to the West line of said Section Seventeen (17), a distance of 364 feet to the South line of said Section Seventeen (17), thence West 10 rods on the South line of said Section Seventeen (17) to the Southwest corner of said Section Seventeen (17), thence North along the West line of said Section Seventeen (17) to point of beginning, except public highway.