

## ACCESS EASEMENT AGREEMENT

THE PARTIES TO THIS AGREEMENT, executed on June 20, 2019, are **DOUGLAS R. REED and KATHY B. REED**, husband and wife (“Landowner”), with an address of 19486 County Road 65, Belle Center, OH 43310 and **HARDIN WIND, LLC**, with an address of 1251 Waterfront Place, 3<sup>rd</sup> Floor, Pittsburgh, PA 15222, its parent affiliates, successors and assigns (“Grantee”). The Parties herby agree as follows:

WHEREAS, Grantee has proposed to construct an energy development project in Hardin County, Ohio (“Hardin Wind Project”); and

WHEREAS, Landowner owns certain real property, located in Hardin County, Ohio, as more particularly described on **Exhibit “A”**, attached hereto, and by this reference incorporated herein (“Premises”); and

WHEREAS, the Grantee is constructing the Hardin Wind Project in the vicinity of the Premises and desires to transport Wind Energy Facilities, as defined herein, on, over, across, and through the Premises; and

WHEREAS, the term “Wind Energy Facilities” includes all equipment and improvements necessary or desirable for the conversion of wind energy into electricity, including, but not limited to wind turbine generators and its components, footings, foundations, poles, cross-arms, guy lines, anchors, and associated or related improvements and other equipment, fences and other related fixtures and facilities, operations and maintenance facilities, and other improvements necessary for the generation, storage, selling and delivery of electrical power and other related power production and delivery equipment; and

WHEREAS, Grantee desires to acquire an Easement to enter on, over, and across the Premises and to create a private road for ingress, egress and regress at a location and width generally described on **Exhibit “B”** and more fully described on **Exhibit “B-1”** which attached hereto and made a part hereof, said ultimate location and width to be specifically agreed upon between Landowner and Grantee, Landowner not to unreasonably withhold, condition, or delay consent to same, to ensure that the vehicles transporting the Wind Energy Facilities will have the proper access, ingress, egress and turning radius during the construction of the Hardin Wind Project.

NOW, THEREFORE, in contemplation of the above, and for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:



2019002110 Pages: 13  
Filed for Record in HARDIN County, Ohio  
BRENDA RAINSBURG, Recorder  
07/25/2019 09:58 AM Recording Fees: \$136.00  
MORTGAGES OR Book: 553 Pages: 2974 - 2986

1. Easement Agreement; Grant of Easement to Grantee.

(a) *Transportation Easement.* Landowner hereby grants to Grantee, its authorized agents, representatives, successors, and assigns, a twenty-five (25) year non-exclusive Transportation Easement one hundred feet (100') in width and as generally described in **Exhibit "B"** attached hereto, the specific location to be mutually agreed upon between the parties, Landowner not to unreasonably withhold, condition or delay consent, to enter the Transportation Easement Area at all reasonable times to ensure that all individuals and vehicles transporting Wind Energy Facilities shall have proper access, ingress, egress and turning radius during the construction of the Hardin Wind Project and thereafter. All transportation activities shall be conducted in compliance with all applicable federal, state and local laws, rules, regulations, ordinances, orders and permits.

(b) *Consideration for Easement.* The Easement described herein is granted in consideration of:

1. A payment by Grantee to Landowner in the amount of Eight Thousand Dollars (\$8,000.00), as an impact fee, due and payable thirty (30) days from date of signature by Grantor.
2. A payment by Grantee to Landowner in the amount of Eight Thousand Dollars (8,000.00), as an impact fee, due and payable within thirty (30) days of the first anniversary of the effective date of the Easement Agreement.
3. A payment by Grantee to Landowner in the amount of One Thousand Dollars (\$1,000.00) annually due and payable on and from when the project is certified as Commercially Operational for the twenty-five (25) year term of the Easement Agreement. The annual payment required hereunder shall be increased annually in proportion to the change in the Consumer Price Index (published by the United States Department of labor, Bureau of Labor Statistics for all Urban Consumers, U.S. City Average, All Items ("CPI-U")) for the 12 months ending December 31st of the year prior to that year in which the adjustment is made. In no event shall the adjusted annual payment be less than the annual payment in the preceding year. Each annually adjusted payment shall be the base amount for the adjustment in the following year.
4. None of the payments provided above shall be credited towards any of the other payments provided for above or prorated or offset.
5. A payment by Grantee to Landowner in the amount of Eight Thousand Dollars (\$8,000.00) as a one-time payment, as an impact fee, for each and any subsequent reuse of the transportation easement at any time once the project has been certified as Commercially Operational and during the twenty-five (25) year term of the Easement Agreement.

3. Grantee's Activities.

(a) Grantee shall not have the right to locate the Transportation Easement outside of the Areas delineated on Exhibit B attached hereto, unless with the approval of the Landowner, which approval shall not be unreasonably withheld, conditioned or delayed. If any such approval is not granted within five (5) days of the date on which the request is delivered, because approval is withheld, the withholding party shall provide to the other

party in writing with particularity, the reason for withholding of approval, and shall propose such change or condition that would reasonably facilitate approval.

- (b) If Grantee desires that any of the timber on Landowner's land to be removed for the establishment of the transportation Easement, then the Grantee shall provide Landowner thirty (30) days advance notice to do so and shall pay the Landowner the fair market value of any timber cut by Landowner or his agent, that the Landowner cannot use or sell. In the event that the Landowner cannot cut and remove the required timber to establish the Transportation Easement within that thirty (30) day period of time, then Grantee will have the right to have the timber cut and skidded to a location chosen by the Landowner. Grantee shall pay Landowner the fair market value for any timber cut under those circumstances that Landowner cannot use or sell. The timber evaluation shall be performed by Michael Barton, forester for the Landowner. Grantee shall also remove any stumps created by the timber cutting activities and grind the stumps and tops into mulch, which shall be placed at a location mutually agreeable to the parties.

#### 4. Maintenance

- (a) All improvements installed by Grantee, its agents, contractors or representatives shall remain the property of Grantee, its successors and assigns.
- (b) At all times during the term hereof, Grantee shall reasonably and regularly maintain and grade for proper drainage the easement area free of potholes, obstructions and any other encroachments or impediments and keep the easement area in good and passable condition. The Grantor does hereby acknowledge that he also has an obligation to keep that portion of the easement area he regularly uses as a driveway free of potholes, obstructions and any other encroachments or impediments he creates.

#### 5. Restoration.

- (a) *Transportation Easement.* Upon completion of construction, any surrender, termination or expiration of this Easement Agreement, Grantee, its successors and/or assigns shall, within one (1) year thereof, restore the Transportation Easement Area, and border areas of the Transportation Easement Area, including fields and crops disturbed by Grantee, to a condition reasonably and commercially similar to that existing on the easement area prior to the commencement of Grantee's activities under this Agreement. This restoration obligation shall include upon the written request of Landowner, the application of lime and fertilizer and reseed in seed type which includes, clover, alfalfa and other such seed types acceptable to the Landowner. This restoration obligation shall also include the creation of a suitable water runoff and drainage system to be established incident to the creation of the Transportation Easement.

#### 6. Indemnification.

- (a) *Indemnification of Landowner.* Grantee shall indemnify, defend, and hold Landowner harmless from any and all losses, damages, claims, or liability resulting from or arising out of: i) any error, act, omission, or negligent operation of Grantee on the Premises; ii) any error, act, omission or negligent act or negligent failure to act on the part of Grantee or anyone else engaged in doing work for Grantee, or any breach of this Easement Agreement. The indemnification shall survive the term of this Agreement. This

indemnity shall not apply to losses, damages, claims, expenses, and other liability to the extent caused by any negligent or deliberate act or omission on the part of Landowner.

(1) If Grantee damages Grantor's potable water line, or field drains within or adjacent to Grantee's Transportation Easement, Grantee shall immediately repair or replace the waterline or field drains, so that they are usable by Grantee.

(b) *Landowner Indemnity Regarding Hazardous Materials.* Landowner shall indemnify, defend, protect and hold Grantee, and Grantee's employees, agents, officers, directors, shareholders, partners, and their respective heirs and successors in interest free and harmless from any claim for damage, action suit, proceeding, loss, cost, liability, deficiency, fine, penalty, punitive damages or expense (including without limitations attorney's and consulting fees, investigation and laboratory fees, court costs and litigation expenses), or any liability of any kind, based on: (a) the presence of hazardous materials in, under, or about the Premises which were brought on the Premises by Landowner or permitted to be brought on to the Premises by Landowner; (b) the violation by Landowner, or alleged violation by Landowner, of any law, statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, manufacture, installation, release, discharge, storage or disposal of hazardous materials on, under, in or about the Premises, or the transportation of hazardous materials to or from the Premises after Grantee takes possession.

7. Insurance. Grantee shall, at its own expense, maintain a Commercial General Liability insurance policy insuring Grantee and Landowner against loss or liability caused by Grantee's use of and activities on the Premises and to name Landowner as an additional insured. The amount of said coverage shall have a minimum of initial combined occurrence and annual limitations of \$2.0 million. Grantee shall furnish Landowner a Certificate of Insurance prior to commencement of construction complying with the requirements of this paragraph and shall annually thereafter maintain the same and furnish a Certificate of Insurance to Landowner for verification of same.

8. Real and personal Property Taxes. Grantee shall pay when due any real and personal property taxes attributable to the improvements constructed by Grantee.

9. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Landowner and Grantee. Grantee, in its sole discretion, shall have the right to assign all of its rights, title and interest in the Agreement to another party, provided Grantee gives notice of such assignment to Landowner which shall include the assignee, address, contact person and telephone number of such assignee.

10. Termination. Grantee, its successors and assigns reserve the right to terminate this Agreement upon thirty (30) days written notice to Landowner, its successors and assigns. Grantee, in the event of termination under this paragraph, shall pay all sums due and owing to Landowner as of the time of termination and perform any other tasks required of it as of that date. In the event of termination of the Agreement, Grantee shall properly execute, acknowledge and deliver to Landowner within thirty (30) days of request thereof, a release to Landowner of all of Grantee's right, title and interest in and to the Easement Area, which may include a Quitclaim Deed or any other such instrument or

document as may be necessary or desirable in order to remove the easements and other rights from Landowner's title. The promise of Grantee to properly execute and deliver said document(s) is a material consideration to the granting of the easement and other rights herein and shall survive the termination of this Agreement.

11. Notice. All notices hereunder shall be in writing and shall be considered given either (i) when delivered in person, (ii) upon confirmation of delivery by a reputable overnight delivery service to the address given below, or (iii) Five days after posting by mail, registered or certified, return receipt requested, in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the party or person intended as follows;

Notice to Landowner: Douglas R. and Kathy B. Reed  
19486 County Road 65  
Belle Center, OH 43310

Notice to Grantee: Hardin Wind, LLC  
Attn: Real Estate  
1251 Waterfront Place, 3<sup>rd</sup> Floor  
Pittsburgh, PA 15222

12. Representations and Warranties of Landowner. Landowner makes the following representations and warranties to Grantee, which representations and warranties shall be effective upon the execution of this Agreement, and shall continue to be effective throughout the Term of Easement as set forth above.

- (a) Landowner shall not violate, and shall indemnify Grantee against any violation by Landowner or Landowner's agents or contractors of any federal or state production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws and regulations, on or under Premises.
- (b) No litigation is pending and, to the best of the Landowner's knowledge, no litigation or administrative actions are proposed, threatened or anticipated with respect to any matter affecting the Premises.
- (c) To the best of Landowner's knowledge, the Premises is currently in full and complete compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Premises.
- (d) Landowner has the full power and authority to enter into this Easement Agreement.
- (e) Landowner will cooperate in obtaining consent from any Mortgagee of the subject land to Landowner entering into this Agreement.

13. Landowner's Use of the Premises and Transportation Easement Area; Non-interference. Landowner shall have the right to maintain farming, livestock and any other legal activities at the Premises. As long as Grantee is not in default under this Agreement, Grantee shall have the quiet use

and enjoyment of the Easement Area in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Landowner or any party claiming against or through Landowner, and Grantee's access rights to the Easements described herein shall not be interfered with by Landowner or Landowners agents, successors and assigns. Landowner shall have the right to use the Transportation Easement Area, for any use that does not unreasonably interfere with, is not incompatible with, or is not in competition with Grantee's use. Landowner will not take or permit its agents to take any actions that would interfere with or damage Grantee's Wind Energy Facilities or transportation routes. Notwithstanding the above, Landowner has the right to place fences, as needed for Landowner's farming and livestock activities, on the Premises, but all such fences shall remain unlocked. If the Parties agree that the Landowner may lock the fences, Grantee shall be given a key to all such locks so that Grantee's access shall remain free and unfettered from interference. If Landowner fails or neglects to deliver all necessary keys to Grantee, Grantee is authorized to cut such locks as necessary for access to the Easements described herein.

14. Zoning and Permitting. Landowner hereby agrees that Grantee may, if it so elects and immediately following execution of this Agreement, commence taking any and all action as may be necessary or proper for effectuating a change of zoning and/ or permitting of the Premises to allow access through the Transportation Easement Area. Landowner shall cooperate with Grantee in Grantee's efforts to effectuate the zoning and/or permitting of the premise for such use, including, but not limited to, execution and return of any required documentation to Grantee within ten (10) business days of receipt without additional remuneration to do so; provided, however, all costs and expenses that may be incurred or assessed directly or indirectly with respect to effectuating the zoning change or the permitting shall be borne by Grantee.

15. Amendments. This Agreement shall not be amended or modified in any way except by an instrument signed by Landowner and Grantee.

16. Recordation. The Parties hereto agree that this Easement Agreement shall be executed, acknowledged, and recorded in the official records of the office of the Hardin County Recorder of Deeds.

17. Default. Upon breach of this Agreement, the non-breaching Party shall have all remedies available at law and equity.

18. Arbitration. Any dispute or claim arising out of this Easement, including the construction or application of this Easement, will be settled by binding arbitration under the rules of the State of Pennsylvania where the Premises is located and any judgment granted by an arbitrator(s) may be enforced in any court of proper jurisdiction. The arbitration shall be conducted in the State of Pennsylvania.

19. Governing Law. The terms and provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the State of PA applicable to contracts made and to be performed wholly within such State and without reference to the choice of law principles of the State of PA or any other state.

20. Attorney's Fees. In the event of any dispute arising out of or relating to this Easement and resulting in litigation or arbitration between or affecting the parties hereto, the breaching party shall pay the prevailing party reasonable attorney's fees, costs, and expenses incurred in enforcing the terms and provisions of this Agreement.

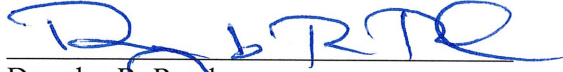
Independent of the above obligation dealing with a dispute the resolution of which entitles the prevailing party to reasonable attorney's fees, costs and expenses, the Grantee shall pay up to Five Hundred Dollars(\$500.00) in attorney's fees for the Landowner to have this Agreement reviewed by an attorney.


21. Severability. If any term, provision, condition, or part of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Agreement to be frustrated.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**LANDOWNER:**

  
\_\_\_\_\_  
Douglas R. Reed  
Date: 6-17-19

  
\_\_\_\_\_  
Kathy B. Reed  
Date: 6-17-19


**GRANTEE**

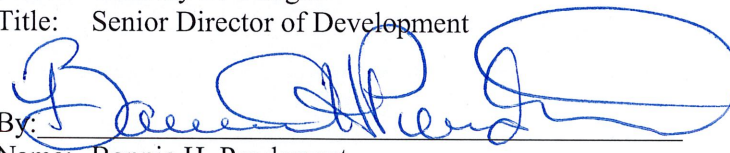
By: Hardin Wind LLC

By: IRUS WIND DEVELOPMENT LLC,  
a Delaware limited liability company, its sole member

By: IRUS WIND HOLDINGS LLC,  
a Delaware limited liability company, its sole member

By: INNOGY RENEWABLES US LLC,  
a Delaware limited liability company, its sole member

By:   
\_\_\_\_\_  
Name: Timothy B. Vought  
Title: Senior Director of Development


By:   
\_\_\_\_\_  
Name: Bonnie H. Pendergast  
Title: Real Estate Manager, Projects

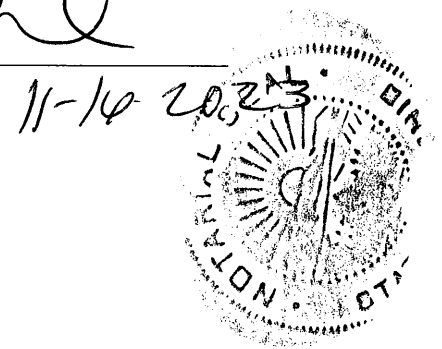


STATE OF OHIO )  
COUNTY OF Legan )

SS:

On the 17 day of June, 2019 before me, the undersigned, personally appeared, DOUGLAS R. REED, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/ her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

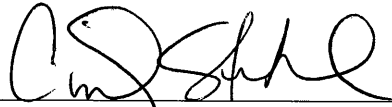
  
\_\_\_\_\_  
Notary Public

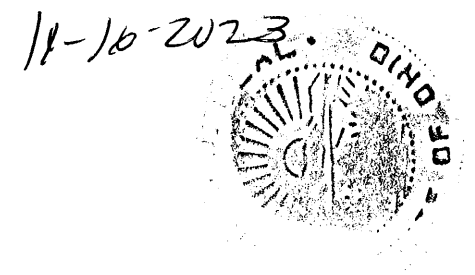


STATE OF OHIO )  
COUNTY OF Legan )

SS:

On the 17 day of June, 2019 before me, the undersigned, personally appeared, KATHY B. REED, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/ her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



COMMONWEALTH OF PENNSYLVANIA )

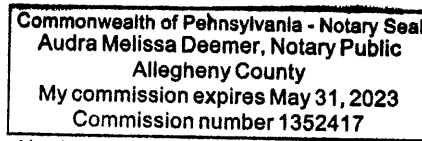
) SS:

COUNTY OF ALLEGHENY )

On the 20 day of June, 2019, before me, the undersigned, personally appeared TIMOTHY B. VOUGHT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Audra Melissa Deemer

Notary Public



Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )

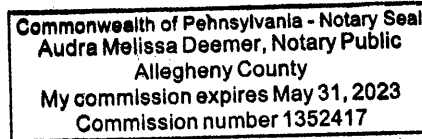
) SS:

COUNTY OF ALLEGHENY )

On the 20 day of June, 2019, before me, the undersigned, personally appeared BONNIE H. PENDERGAST, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Audra Melissa Deemer

Notary Public



Member, Pennsylvania Association of Notaries

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

**TRACT 1:** Situated in the Township of McDonald, County of Hardin and State of Ohio:  
Being the whole of Original Survey No. 12116 and bounded as follows, to wit: Beginning at a stone N.W. corner to said Survey; thence N. 81 ½° E. with original line 100 poles to a stone (original timber gone); thence S. 8 ½° E. 80 poles to a stone and brick, from which an elm tree bears N. 49° W. 133 links; thence S. 81 ½° W. with original line 100 poles to a stone and brick in Marsh and Belle Center Pike; thence N. 8 ½° W. with said pike 80 poles to the place of beginning, containing Fifty acres (50 acs.), more or less.

**SAVE AND EXCEPT** therefrom the following described real estate:  
Lying in Virginia Military Survey 12116, McDonald Township, Hardin County, Ohio.

Beginning on a 1 inch iron rod found in a monument box on the northwest corner of Virginia Military Survey 12116, on the intersection of the centerlines of County Road 75 and County Road 180.

Thence, with the north line of Virginia Military Survey 12116 and the centerline of County Road 180, N. 82° 37' 46" E., a distance of 498.00 feet to a MAG nail set.

Thence, S. 06° 57' 40" E., a distance of 320.00 feet to a 5/8" iron rod set, passing a 5/8" iron rod set at 30.00 feet.

Thence, S. 82° 37' 46" W., a distance of 498.00 feet to a MAG nail set on the west line of Virginia Military Survey 12116 and the centerline of County Road 75, passing a 5/8" iron rod set at 468.00 feet.

Thence, with the west line of Virginia Military Survey 12116 and the centerline of County Road 75, N. 06° 57' 40" W., a distance of 320.00 feet to the point of beginning.

Containing 3.658 acres.


Property is subject to any and all previous easements and rights-of-way of record.

The basis for bearings is the west line of Virginia Military Survey 12116, being N. 06° 57' 40" W., and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on October 24, 2016.

Description prepared by Jeffrey I. Lee, Professional Surveyor 6359 on October 25, 2016.

**SAVE AND EXCEPT** taxes and assessments, both special and general, for 2017 and thereafter, easements and restrictions of record and zoning and other governmental regulations.

Being Parcel No. 321000160000




**DOUGLAS & KATHY REED**  
 EXHIBIT B  
 Hardin Wind LLC  
 Hardin County, OH

ROAD 190

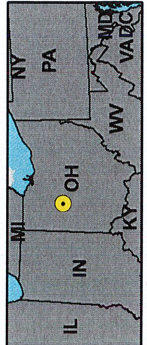
**REED DOUGLAS  
 R & KATHY B  
 H821000160000**

**CONFIDENTIAL**



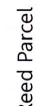
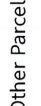
1 inch = 275 feet



0 275 Feet



**Project Infrastructure**

-  Turn Improvement
-  Boundary
-  Reed Parcel
-  Other Parcel

Map created by Innogy Renewables US, LLC on  
 3/26/2019  
 Using ESRI ArcGIS Desktop Standard 10.5  
 Projected Coordinate System:  
 NAD 1983 UTM Zone 17N  
 Information on this map is provided for purposes  
 of discussion and visualization only.  
 Sources:  
 Innogy, Esri



**Exhibit B-1**

Transportation Easement to Hardin Wind LLC  
Douglas R. and Kathy B. Reed Property  
Tax ID 32-10-0016-0000  
Legal Description  
May 31, 2019

**Being** a parcel of land situated in the Township of McDonald, County of Hardin, State of Ohio, and being a portion of Original Survey No. 12116 more particularly described as follows:

**Beginning** at a railroad spike found at the intersection of centerlines of County Road 180 and County Road 75. Thence with the center of County Road 180, North 83° 26' 52" East a distance of 840.73 feet to the True Point of Beginning.

- 1.) Thence, with the centerline of County Road 180, North 83° 26' 52" East a distance of 267.51 feet to a point;
- 2.) Thence by two (2) new lines the following courses and distances, South 39° 54' 07" West a distance of 485.31 feet to a point;
- 3.) South 60° 55' 52" West a distance of 824.21 feet to a point in the centerline of County Road 75;
- 4.) Thence, with the centerline of County Road 75, North 06° 05' 21" West a distance of 330.08 feet to an existing mag nail;
- 5.) Thence along the line of lands now or formerly of Jerry M. & Sharon L. Van Buskirk by deed recorded in OR Volume 155, Page 145, North 83° 27' 33" East a distance of 48.70 feet, passing through an existing iron pin with cap at 29.9';
- 6.) Thence by eleven (11) new lines the following courses and distances, South 20° 33' 59" East a distance of 9.53 feet to a point;
- 7.) South 35° 20' 18" East a distance of 53.55 feet to a point;
- 8.) South 41° 31' 28" East a distance of 48.87 feet to a point;
- 9.) South 74° 33' 36" East a distance of 58.98 feet to a point;
- 10.) North 72° 10' 01" East a distance of 92.13 feet to a point;
- 11.) North 61° 27' 33" East a distance of 267.61 feet to an existing iron pin;
- 12.) North 54° 59' 24" East a distance of 38.68 feet to a point;
- 13.) North 49° 17' 02" East a distance of 28.26 feet to a point;
- 14.) North 40° 05' 49" East a distance of 106.28 feet to a point;
- 15.) North 40° 19' 29" East a distance of 273.73 feet to a point;
- 16.) North 15° 44' 21" East a distance of 27.71 feet to **The Point and Place of Beginning**. Containing 181,084.45 square feet or 4.157 acres of land.

The above description is based upon a survey prepared by Monaloh Basin Engineers, Inc. in May 2019 with the basis of bearings being the Ohio State Plane Coordinate System, NAD 83, North Zone, holding the centerline of County Road 180 as North 83° 26' 52" East.

Being a portion of the same parcel of land as conveyed to Douglas R. and Kathy B. Reed by deed recorded in OR Volume 544 Page 1989 of the Hardin County Records.

2019002110

**WHITMAN TITLE SECURITY  
101 W SANDUSKY, STE 303  
FINDLAY, OH 45840**