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AND AFTER RECORDING,  
RETURN TO:

HARDIN WIND, LLC  
1251 WATERFRONT PLACE  
PITTSBURGH, PA 15222  
ATT: REAL ESTATE



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## TRANSMISSION LINE EASEMENT AGREEMENT

THIS TRANSMISSION LINE EASEMENT OPTION AND EASEMENT AGREEMENT ("**Agreement**") is dated August 29, 2019 but is effective February 19, 2019 (the "**Effective Date**"), by and between **Hardin Wind LLC**, a Delaware limited liability company with an address of 1251 Waterfront Place, 3<sup>rd</sup> Floor, Pittsburgh PA 15222 ("**Grantee**") and **Douglas R. Reed & Kathy B. Reed**, husband and wife, with an address of 19486 County Road 65, Belle Center, OH 43310 ("**Landowner**"). In consideration of the agreements, covenants, mutual premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Landowner set forth herein and Grantee do hereby agree to all of the terms, provisions and condition contain herein.

### ARTICLE 1 BASIC RECITALS

Section 1.01 Property. Landowner owns certain real property, located in Hardin, County, Ohio, as more particularly described on Exhibit "A" attached hereto ("**Property**").

Section 1.02 Wind Project. Grantee has proposed to construct a Wind Project in , Hardin County ,Ohio, which is in the vicinity of the Landowner's Property.

Section 1.03 Grant of Easements. Grantee desires to acquire, and Grantor desires to grant, the rights contained within the Agreement set forth herein for the purposes of obtaining easements on and through a portion of the Property for the purposing of Transmission Facilities for Wind Energy Purposes (as defined below).

### ARTICLE 2 DEFINITIONS

Section 2.01 Access Roads. “Access Roads” may include, but are not limited to, any road, trail, path or route that Grantee uses or constructs for the purpose of the study, construction, operation, maintenance of the Project or Transmission Facilities, or any other access for Wind Energy Purposes that is in any way related or connected to the Project or Project Improvements.

Section 2.02 Commercial Operation Date. “Commercial Operation Date” means the date on which Grantee notifies the interconnecting utility, regional transmission organization or transmission system operator that the Project is fully operational, producing power, transferring power to the grid and producing revenue therefrom.

Section 2.03 Construction Period. The term “Construction Period” shall have the meaning set forth below.

Section 2.04 Transmission Easement Area. The term “Transmission Easement Area” shall refer to the one hundred foot wide portion of the Property depicted in Exhibit B within which the Grantee shall have the right to construct Transmission Facilities. The Easement Area is described in **Exhibit C** attached hereto. If there is any discrepancy between the depiction on **Exhibit B** and the description on **Exhibit C**, the description on **Exhibit C** shall control.

Section 2.05 Operations Period. The term “Operations Period” shall have the meaning set forth in Section 5.03 below.

Section 2.06 Intentionally deleted.

Section 2.07 Transmission Facilities. “Transmission Facilities” may include, but are not limited to, underground transmission lines from any Grantee sub-station to the point of interconnection with the power grid, including any underground distribution, collection and transmission lines, underground and/or overhead control, communications and radio relay systems and telecommunications equipment, energy storage facilities, interconnection and/or switching facilities, circuit breakers, transformers, cables, wires, fiber, conduit, footings, foundations, towers, poles, cross-arms, guy lines, and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery, and equipment necessary to operate the Project Improvements

Section 2.08 Wind Energy Facilities. “Wind Energy Facilities” includes all equipment and improvements necessary or desirable for the conversion of wind energy into electricity, including wind turbine generators and related steel towers, foundations, fences and other related fixtures and facilities; requisite areas needed for construction; security; access roads and related rights-of-way; all related electrical collection, transmission, interconnection facilities, substations, access and service roads, operations and maintenance facilities, and other improvements necessary for the generation, storage, selling, and delivery of electrical power to the transmission grid system; power transmission lines and related rights-of-way; electrical transformers, and other related power production and delivery equipment.

Section 2.09 Wind Energy Purposes. “Wind Energy Purposes” means converting wind energy into electrical energy, and collecting and transmitting the electrical energy converted

from wind energy, together with any and all other activities directly or indirectly related to the foregoing, including performing studies of wind speed, wind direction and other meteorological studies, conducting environmental and geotechnical studies and surveys that may require the extraction of soil samples, performing animal and plant species studies, interconnection studies, title examinations and survey work, among other studies, and constructing, installing operating and maintaining Wind Energy Facilities.

**ARTICLE 3**  
**RESERVED**

**ARTICLE 4**  
**EASEMENTS**

Section 4.01 Grant of Easements. In consideration of the payments referred to hereinafter, and in consideration of other good and valuable consideration given or promised, the receipt and sufficiency of which is hereby acknowledged, Landowner grants, conveys, warrants and transfers to Grantee, the following rights:

- a. A non-Exclusive right to conduct any and all inspections of and studies and surveys on the Property that Grantee deems appropriate, including conducting surveys and environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drilling and studies. At the completion of its inspections, studies and surveys on the Property, Grantee, at its expense, will promptly restore that portion of the Property used by Grantee for such inspections, studies and surveys to as near as possible to its original condition prior such inspections, studies and surveys but will not replace the bushes, trees or timber removed from the Property for such inspections, studies and surveys.
- b. A non-exclusive right of ingress to and egress from the Transmission Easement Area and Transmission Facilities, whether located on the Property, on adjacent property or elsewhere, over and along the Property, for Wind Energy Purposes;
- c. An exclusive right to permit, construct, install, operate, repair, replace and remove Access Roads, Transmission Facilities and other improvements necessary for the collection, delivery and transmission of electrical power within and through the Transmission Easement Area;
- d. A non-exclusive right to keep the Transmission Easement Area clear of all brush, trees, timber or other hazards, which in Grantee's reasonable opinion, would interfere with the Transmission Facilities;
- e. A non-exclusive easement on, upon, over and across each parcel of Property for audio, visual, view, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects

attributable to Grantee's Transmission Facilities or Wind Energy Facilities, whether located on each parcel of Property or on adjacent properties.

## **ARTICLE 5** **EASEMENT AGREEMENT TERMS**

Section 5.01 Easements. Landowner hereby grants to Grantee the Easements set forth in Article 4, subject to the terms and conditions of this Agreement. Grantee shall have the sole and exclusive rights to quiet use and enjoyment of the Transmission Easement Area, and the right to construct, install, operate and maintain Transmission Facilities. The Agreement term commenced on February 19, 2019, and shall include the Construction Period and Operations Period, and shall expire on the last expiration date of any such period (the "**Term**").

Section 5.02 Construction Period. The Construction Period shall commence upon the Commencement of Construction on the Property and terminate on the Commercial Operation Date (the "**Construction Period**").

Section 5.03 Operations Period. The "**Operations Period**" commences on the Commercial Operation Date and continues for a period of twenty-five (25) years after such date, unless terminated pursuant to Section 4.05.

Section 5.04 Termination by Grantee. Grantee may terminate this Agreement at any time and for any reason by giving Landowner at least ninety (90) days prior written notice. In the event that Grantee terminates this Agreement, Grantee shall pay Landowner all sums due and owing to the date of termination.

Section 5.05 Options to Renew. Grantee shall have the right, by notice to Landowner no later than thirty (30) days prior to the expiration of the Term, to extend the Easement Agreement for one (1) additional ten (10) year period commencing upon the expiration of the initial Term (the "First Renewal Term"). Thereafter, Grantee shall have the right, by notice to Landowner no later than thirty (30) days prior to the expiration of the First Renewal Term, to extend the Easement Agreement for a second ten (10) year period commencing upon the expiration of the First Renewal Term (the "Second Renewal Term"). With respect to the First Renewal Term, if any, and the Second Renewal Term, if any, Grantee will prepare a memorandum evidencing such extension, Landowner will promptly execute the same, and Grantee shall, at its sole cost and expense, cause the same to be recorded in the land records of Hardin County, Ohio. If Grantee proposes during either renewal term to use existing or similar Wind Power Facilities then any such changes in those Wind Power Facilities may occur without Landowner's consent. However, if Grantee proposes during either renewal term to use equipment other than existing or similar Wind Power Facilities, such changes will require Landowner's consent. In such situations, Grantee shall present those changes to Landowner for review and Landowner shall have twenty (20) days from the delivery of such changes to give written consent. Landowner shall not unreasonably withhold, delay, or condition that consent. Landowner's failure to respond to the presented changes within twenty (20) days of delivery by Grantee to Landowner shall be deemed to be Landowner's consent as required herein.

**ARTICLE 6**  
**PAYMENTS, RENT AND FEES**

For and in consideration of the easements and other rights granted hereunder, Grantee shall pay to Landowner certain payments as more particularly set forth on Schedule 6 attached hereto and made a part hereof, it being understood that Schedule 6 shall be intentionally omitted from this Agreement prior to its recording in the land records of Hardin County, Ohio.

**ARTICLE 7**  
**USE AND CONSTRUCTION OF TRANSMISSION FACILITIES**

Section 7.01 Primary Use. This Agreement shall permit Grantee to use the Property in connection with Easement rights, to construct, install, operate and maintain Transmission Facilities, for Wind Energy Purposes, and to perform any of the following activities on the Property:

- a. Studies, Surveys and Other Related Evaluations. During the Option Period Grantee shall have the exclusive right to conduct environmental, animal and plant species, soil and geologic studies and surveys on the Property as Grantee deems necessary to evaluate the Property and develop the Transmission Facilities. Grantee shall determine the exact location of this equipment and related facilities, with Landowner's reasonable consent.
- b. Transmission Facilities. During the Agreement Term, Grantee shall have the exclusive right to erect, install, remove, maintain, repair, operate and replace Transmission Facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with Wind Energy Purposes. Grantee shall determine the exact location of this equipment and related facilities, with Landowner's reasonable consent.
- c. Access Roads and Ingress/Egress. During the Option Period and Agreement Term, if applicable, Grantee shall have a non-exclusive right for vehicular and pedestrian access and ingress and egress to and from the Property at such locations as Grantee shall determine are necessary for Wind Energy Purposes related to or associated with the Transmission Facilities. Landowner agrees that Grantee shall be entitled to install, maintain and use Access Roads on and across the Property, and to use and improve any existing or future roads on and across the Property, or on and across any access routes over which Landowner otherwise has the right to travel. Grantee shall determine the exact location of the Access Roads, with Landowner's reasonable consent. For the avoidance of doubt, Grantee's vehicular and pedestrian access and ingress and egress pursuant to this Section 7.01(c) is limited to the Access Roads.

Section 7.02 Ownership. All Transmission Facilities are and shall remain the property of Grantee, except for those Access Roads which Landowner elects to keep following the

expiration or earlier termination of this Agreement. Landowner shall have no interest in the Transmission Facilities or any other of Grantee's fixtures or personal property, and Landowner hereby waives any lien with respect thereto, and provided that an Event of Default has not occurred and is not continuing, shall execute such waivers of landlord's liens as may be required by Grantee and/or its Mortgagees or lenders.

Section 7.03 Site Plan; Revised Site Plan. Attached hereto as Exhibit B is the final "Site Plan" for the Property approved by Landowner. Landowner understands and agrees that it may be necessary for Grantee to reasonably modify the locations and routes set forth in the Site Plan during construction and final development due to field conditions that cannot be discovered until Grantee begins to construct Transmission Facilities on the Property.

Section 7.04 Timber. Landowner grants to Grantee the nonexclusive right to travel on, over, across, and through the Property to allow Grantee to clear and cut any and all timber to the extent Grantee reasonably determines is necessary for the construction, operation and maintenance of the Project. Grantee shall mark the timber to be removed, and retain an independent timber appraiser to complete a field tally report of the marked timber. The independent timber appraiser shall then apply market pricing to the field tally, deducting the loading and transportation costs of delivering the timber to a location selected by Grantee. Grantee shall provide Landowner a copy of the market value/field tally report for review and approval, which Landowner shall not unreasonably withhold, delay, or condition his/her/its approval. Landowner's failure to respond to the market value/field tally report within ten (10) days of delivery to Landowner by Grantee shall be deemed to be Landowner's approval of the market value/field tally report. Landowner will be issued a check for the approved value of the timber removed within thirty (30) calendar days of Landowner's approval. Grantee shall retain an on-site forestry consultant to oversee the timbering process and to coordinate trucking services to remove the cut timber from the Property. Grantee's contractor will perform the work of timbering the Property.

Section 7.05 Soil restoration; Weed control; Damage to Crops and Grasses. Upon completion of any construction or other activities that disturb the Property, Lessee will restore the soil surface and use commercially reasonable efforts to restore pre-construction plant density using best management practices (excepting Crops, for which compensation shall be addressed as follows below) on any such portion of the Property disturbed by Lessee that is not within twenty-five feet (25') of the Project Improvements. Including weed control within 10 feet of any road used by Lessee. During and after completion of construction activities, Lessee will take all reasonably necessary steps to limit erosion on those portions of the Property affected by such construction activities. In addition to the foregoing, following the Commercial Operation Date, in the event that Lessee's or any of its contractors' or subcontractors' activities on the Property pursuant to this Lease causes damage to any of Landowner's growing crops/timber being cultivated on the Property ("Crops"), Lessee shall pay Landowner an amount equal to valuation established for crop insurance payments for such Crops plus \$150/acre. Fair market value shall be determined by taking the average Crop yield of the affected property, priced at the forward contracted price for the Crops produced on the affected parcel. If Landowner has not contracted the sale of the Crop produced on the affected parcel, the price will be determined by the average of the elevator spot price at the nearest appropriate elevator. After such Crop damage Payment,

to the extent Lessee's or its contractors' or subcontractors' activities on the Leased Property cause any subsequent Crop damage, Lessee shall pay for such damage as set forth in this Section within thirty (30) days of such damage occurring.

## **ARTICLE 8** **GRANTEE'S OBLIGATIONS**

Section 8.01 Compliance with Legal Requirements. Grantee shall comply with all applicable laws, ordinances, orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments throughout the Agreement Term, and without cost to Landowner with respect to Grantee's specific manner of use of the Property and the Project Improvements thereon.

Section 8.02 Contest of Legal Requirements. Grantee shall have the right, after prior written notice to Landowner, to contest the validity of any Legal Requirement by appropriate legal proceedings, provided Landowner shall not be subject to any criminal or civil liability as a result of any legal contest. Grantee shall indemnify, defend and hold Landowner harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of Grantee's failure to comply with Legal Requirements or any contest relating to Legal Requirements.

Section 8.03 Maintenance of Property. At all times, Grantee will maintain the areas of the Property in which the Grantee utilizes, including roads occupied by the Project Improvements in accordance with the generally recognized standards of the United States wind energy generation industry. Grantee shall also properly maintain the project access road on adjoining property which provides access to Landowner's property. As soon as commercially reasonable after completing construction and after completing any maintenance or repair, Grantee will remove all debris and trash generated by such construction, maintenance or repair from the Property, and during construction, maintenance or repair, Grantee will use commercially reasonable efforts to secure all debris or trash that is susceptible to being blown around the Property. In any event the removal of all debris and trash shall be completed within twenty (20) days.

Section 8.04 Damage to Landowner Facilities. Upon completion of any construction or other activities, Grantee will repair or replace any of Landowner's drainage tiles, waterlines, pipelines, gates, fences, roads, and other facilities and improvements damaged by its operations on the Property ("Landowner Facilities"). Grantee will notify Landowner of any damage it becomes aware of done by Grantee, its contractors, or other agents to any Landowner Facilities within a reasonable period of time not to exceed thirty (30) days, and will repair or replace such damaged Landowner Facilities to a condition reasonably similar to its original condition (using where commercially reasonable, similar quality materials to that which is being repaired or replaced) within thirty (30) days thereafter, or as soon as reasonably practicable if such repair or replacement requires more than thirty (30) days.

Section 8.05 Safety and Conduct Rules. Grantee's contractors, employees, invitees, and subcontractors and each of their personnel shall not bring alcohol, animals, drugs, or

firearms onto the Property at any time and will not smoke on the Property unless inside a vehicle with windows rolled up.

Section 8.06 Operating Costs and Impositions. Grantee shall be responsible for all taxes, assessments, duties and similar charges assessed or levied against Grantee or the Project Improvements, but solely to the extent that such taxes, charges, and assessments result from Grantee's construction and/or operation of the Project Improvements on the Property. Landowner shall pay when due all other such taxes, charges and assessments and other similar amounts ("Taxes") that may become due respecting the Property; in the event that Landowner does not pay such taxes when due, Grantee may pay the taxes on Landowner's behalf and deduct the amounts paid from future payments that Grantee is obligated to pay Landowner under the terms of this Agreement. Grantee shall also pay all costs and expenses of operating the Project Improvements on the Property, including without limitation the Wind Turbines. Grantee may challenge any taxes, charges and assessments or reclassifications of the Property resulting in new or increased taxes, charges and assessments and Landowner shall reasonably cooperate, provided that any such challenge shall not subject Landowner to any additional or increased liability or require Landowner to incur any additional costs or expenses. Grantee shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement hereunder that Landowner submit the Property tax bill to Grantee within twenty-one (21) days after Landowner receives it with a written assertion from Landowner as to Grantee's amount due and a written explanation as to that calculation.

Section 8.07 Estoppel Certificates. Grantee shall have the right to request that the Landowner provide an estoppel certificate, as described below, without charge, within fifteen (15) days after the Grantee sends a written notice requesting same. This estoppel certificate shall consist of a written statement certifying the following information, if accurate, to the requesting party or to any person specified by that party:

- a. That this Agreement is unmodified and in full force and effect; or, if there have been any modifications in this Agreement, that this Agreement is in full force and effect as modified, specifying the nature of each modification.
- b. The dates through which the Rent and other charges payable under this Agreement have been paid.
- c. Whether the other party to this Agreement is in default in the performance or observance of any covenant, agreement, condition, term of this Agreement, or provision contained in this Agreement, to the best knowledge of the certifying party, and, if so, specifying the nature of each default the certifying party has knowledge of.
- d. Any other information with respect to this Agreement and each parcel of Property that the requesting party shall reasonably request.

Section 8.08 Grantee's Removal. Grantee shall remove from the Property, the Project Improvements (provided that with all footings and foundations, the protrusions above the ground shall be removed, and the footings and foundations covered with soil to a depth of at least three (3) feet, including all movable trade fixtures, movable equipment, and articles of personal



property used or procured for use in connection with the operation of its business within six (6) months after the expiration or any earlier termination of this Agreement, weather permitting; provided, however, Landowner, in its discretion, may designate that all or some of the Road Improvements not be reclaimed, in which case Grantee will not reclaim such designated Road Improvements. Grantee shall have access to the Property for the six (6) month period specified in this Section for the purposes of removing the Project Improvements. Grantee's failure to timely complete its removal obligations within this time period shall be deemed an abandonment of such Project Improvements, in which case Landowner may retain such Project Improvements or cause their removal, and Grantee shall reimburse Landowner for all expenses and costs incurred in fulfilling Grantee's removal obligations incurred by Landowner, less any net salvage value recovered by Landowner.

## **ARTICLE 9** **LANDOWNER'S OBLIGATIONS**

Section 9.1 Quiet Enjoyment; No Interference. As long as an Event of Default has not occurred and is not continuing under this Agreement, Grantee shall have the quiet use and enjoyment of the Property in accordance with the Terms of this Agreement without any suit, trouble or interference of any kind by Landowner or any party claiming through Landowner. Landowner will not sell, transfer, assign, or encumber the Property or grant any license, easement or other right with respect to the Property which interferes with Grantee's operations. Grantee shall have the right to remedy any such interference by any appropriate means, and the cost thereof shall be immediately reimbursed by Landowner to Grantee, and may be offset against amounts payable by Grantee to Landowner hereunder; provided, however, Grantee shall give Landowner notice of such interference and thirty (30) days to cure such interference before assessing or offsetting any such amounts.

Section 9.2 Landowner's Use of the Property. Subject to the rights of Grantee under this Agreement, Landowner hereby reserves the right to use the Property for any purposes including agriculture, ranching, mineral operations and recreation, but excluding wind energy generation or any related uses granted to Grantee hereunder, and to Agreement the Property to other persons and entities for such purposes. Any income derived by Landowner from such use or leasing shall belong entirely to Landowner; however, any such Agreements hereafter executed shall expressly provide that they are subject and subordinate in all respects to this Agreement and the rights of Grantee herein (but such Agreements shall be so subordinate whether or not they so provide). It is specifically understood that Landowner, Landowner's guests and invitees have the right to hunt shoot upon the Property and to Agreement the Property for hunting purposes. Landowner shall indemnify, defend and hold harmless Grantee, its contractors, subcontractors, agents, and employees with respect to all loss, cost, risk, expense, or liability resulting from the acts of Landowner, and other third parties allowed on the Property with permission of Landowner. However, Landowner is not liable for the actions of unauthorized persons on the Property.

Section 9.3 Treatment of Liens; Third Party Rights. If at any time during the term of this Agreement any third party right is found, exists or is claimed to exist against the Property that creates rights superior to those of Grantee, and Grantee determines that the existence, use, operation, implementation or exercise of such Lien or third party right could reasonably be

expected to delay, interfere with, impair or prevent the exercise of Grantee's right under this Agreement or the financing of the Project, Grantee shall be entitled to seek a Subordination and Non-Disturbance Agreement ("SNDA") from the holder of such Lien or third party right, and Landowner shall use best efforts and diligence in helping Grantee obtain a SNDA. Landowner agrees that any right, title or interest created by Landowner from and after the Effective Date of this Agreement in favor of or granted to any third party shall be subject to this Agreement and all of Grantee's rights, title, and interest created by this Agreement, and any and all document executed or to be executed by and between Grantee and Landowner in connection with this Agreement. For the purposes of this Agreement, SNDA shall mean an Agreement between Grantee and a Lien-holder or third party right holder that, among other things, subordinates such Liens or third party rights to this agreement, agrees not disturb Grantee's possession or rights under this Agreement, and is in a recordable form reasonably acceptable to Grantee or Grantee's lenders, if any.

Section 9.4 Oil and Gas Leasing. Landowner may allow natural gas or coal or oil or mineral exploration on the Premises so long as all activities remain over five hundred (500) feet from the Project Improvements unless mutually agreed upon by Grantee or Landowner in writing. To the extent Landowner has entered into any oil and gas Agreements or will enter into any oil and gas Agreements related to the Property, or if Landowner has entered into any other Agreements, licenses, permits, easements, etc. which grant third parties access to the Property for the purpose of exploring for or extracting oil, gas, coal, or any other minerals or similar substances, Landowner shall require, prior to any drilling, exploring, extracting, or similar activities, its Grantee/permittee under any such Agreements, licenses, permits, easements, etc. to enter into a mutual use Agreement and partial release of surface/sub-surface right with Grantee. Those documents will be prepared by Grantee's legal counsel and shall be reasonably acceptable to:

- a. Grantee's lender and its legal counsel;
- b. Landowner and its legal counsel; and,
- c. Landowner's Grantee/permittee and its legal counsel.

Section 9.5 Landowner's Assistance with Authorizations. Upon request, and at Grantee's sole expense, Landowner shall reasonably support and assist Grantee where legally necessary in applying for and obtaining any and all local zoning changes or variances, site plan, land use permits and approvals, building and/or operating permits, easements, rights of way, and any other federal, state or local permits, approvals and/or authorizations for the construction of the Project Improvements on the Property and the use of the Property for the purposes described herein (collectively the "Authorizations"). In the event Grantee is unable to obtain all required Authorizations for the Property, or any Authorization issued to the Grantee in connection with the Property is canceled, expires, lapses or is otherwise withdrawn or the Agreement terminates, or soil boring tests performed on the Property are found to be unsatisfactory, the Grantee, in its sole discretion may terminate this Agreement upon thirty (30) days' advance written notice to Landowner, whereupon this Agreement shall terminate and neither party shall have any further obligation to any other party hereunder except as expressly set forth herein.

Section 9.6 Estoppel Certificates. Landowner shall have the right to request that the Grantee provide an estoppel certificate, as described below, without charge, within fifteen (15) days after the Landowner sends a written notice requesting same. This estoppel certificate shall consist of a written statement certifying the following information, if accurate, to the requesting party or to any person specified by that party:

- a. That this Agreement is unmodified and in full force and effect; or, if there have been any modifications in this Agreement, that this Agreement is in full force and effect as modified, specifying the nature of each modification.
- b. The dates through which the Rent and other charges payable under this Agreement have been paid.
- c. Whether the other party to this Agreement is in default in the performance or observance of any covenant, agreement, condition, term, or provision contained in this Agreement, to the best knowledge of the certifying party, and, if so, specifying the nature of each default the certifying party has knowledge of.
- d. Any other information with respect to this Agreement and each parcel of Property that the requesting party shall reasonably request.

Section 9.7 Representations, Warranties, and Covenants of Landowner. Landowner hereby represents, warrants and covenants as follows:

- a. Landowner is the sole fee simple owner of the Property and has the unrestricted right and authority to sign this Agreement and to grant Grantee the rights granted in this Agreement. This Agreement constitutes a valid and binding Agreement enforceable against Landowner in accordance with its terms. Except as otherwise disclosed in writing by Landowner prior to the Effective Date, the Property is not subject to any Agreements, mortgages, liens, or other monetary encumbrances, easements, rights of way, rights of possession or occupancy, rights to farm the Property, options or rights of first refusal, covenants, restrictions or other encumbrances;
- b. To the best of Landowner's knowledge and belief, (i) there are no abandoned wells, underground storage tanks, solid waste disposal sites, or hazardous substances located upon or under the Property, and (ii) the Property is not subject to any judicial, administrative, or other governmental action, investigation, or order under any environmental laws or regulations;
- c. To the best of Landowner's knowledge and belief, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to the Property or any interest therein that could materially interfere with the Project, or significantly and adversely affect Grantee's rights to use the Property under this Agreement;
- d. Landowner shall not grant, convey, assign, or provide any easement, license, permit, Agreement, or other right for access (i) that does not comply with the requirements of Section 8.02 and Article 10 below (however, the foregoing will not limit Landowner's right to sell the Property in its entirety subject to this Agreement and all its terms and conditions), or (ii) for wind energy generation or

- transmission of electrical energy on or across the Property to any third party or in connection with the construction or operation of wind energy electrical generating or transmission facilities thereon, except as contemplated by this Agreement;
- e. No litigation is pending and, to the best of Landowner's knowledge and belief, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Property. If Landowner learns of any litigation or administrative action proposed, threatened, or instituted with respect to the Property prior to or following the Effective Date, Landowner shall promptly deliver notice thereof to Grantee; and
  - f. Landowner is unaware of any facts or circumstances that could or would cause any Authorization (as defined above) which may be required for Grantee's use, occupancy, or enjoyment of the Property for its intended purpose, or which could or would cause the Agreement either to be terminated, not granted, or not renewed or otherwise continued.

## **ARTICLE 10**

### **EVENTS OF DEFAULT; DISPUTE RESOLUTION**

Setion 10.01 Events of Default. Any one or more of the following events shall constitute an "Event of Default" under this Agreement. Either party's failure to observe or perform or cause to be observed or performed any term, covenant, or obligation under this Agreement, and (i) the defaulting party's failure to initiate actions to cure such matter within thirty (30) days, and/or (ii) continuation of this failure for a period of sixty (60) days, after the non-defaulting party's written notice to the defaulting party specifying in detail the nature of the defaulting party's failure; provided that if the same cannot be cured within sixty (60) days, then within such additional time, if any, as is reasonably necessary to complete such cure, provided that the defaulting party has timely commenced such cure and diligently pursues such cure to completion.

Setion 10.02 Dispute Resolution. If a dispute arises out of or is related to the Agreement, and if said dispute cannot be resolved through negotiations, unless the parties agree otherwise in writing, any such disputes shall be resolved by proceedings filed in the jurisdiction in which the Property is located.

## **ARTICLE 11**

### **ASSIGNMENT AND SUBLETTING**

Setion 11.01 Assignment and Subletting. Landowner shall not assign its rights or obligations under this Easement Agreement, in whole or in part, or any payments due or to become due under this Easement Agreement, without the written consent of Grantee (and any such attempted assignment or delegation will be void), except that this Easement Agreement, and the payments due or to become due under this Easement Agreement, will automatically be assigned to anyone who acquires title to the entirety of all identified parcels of Landowner's Property. If less than all of Landowner's Property is acquired by a third party, the Project Participation Fees will not be prorated, on an acreage basis, among the owners of Landowner's Property.

**ARTICLE 12**  
**LIENS AND ENCUMBRANCES**

Setion 12.01 Discharges after Filing or Imposition. If any lien or encumbrance shall at any time be filed or imposed against the Property for labor, services, supplies, equipment or materials acquired, engaged, purchased, retained, and/or used by Grantee in connection with the Project or the purposes authorized by this Agreement, Grantee shall cause the lien or encumbrance to be discharged of record or bonded over within forty-five (45) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Grantee shall fail to cause the lien or encumbrance to be discharged within the forty-five (45) day period, then in addition to any other right or remedy of Landowner, Landowner shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Landowner shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Landowner elects to take this action. All amounts paid by Landowner and all of its costs and expenses in connection with the actions taken by Landowner, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Agreement and shall be paid by Grantee to Landowner promptly on demand by Landowner. During the Agreement Term, Landowner may post a notice of non-responsibility at the Property with respect to any of Grantee's improvements or construction work under this Agreement.

Setion 12.02 Landowner Not Liable for Labor, Services, or Materials Furnished to Grantee. Landowner shall not be liable for any labor, services, or materials furnished or to be furnished to Grantee or to any Assignee in connection with any work performed on or at the Property.

**SECTION 13**  
**MORTGAGES**

Setion 13.01 Mortgages Permitted. Grantee and any Assignee (as hereinafter defined) shall have the right, without Landowner's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, interest in the Property or the Project Improvements (holders of these various security interests are referred to as "Mortgagees").

Whenever Grantee or any Mortgagee has mortgaged or assigned an interest in this Agreement and/or the Property pursuant to this Section, or has conveyed an interest in the Property (the holder of any direct assignment of this Agreement and any Assignees of Grantee or any such holder are herein referred to as "Assignees"), it will give notice of the mortgage, assignment or conveyance (including the address of the Mortgagee or Assignee for notice purposes) to Landowner, provided that failure to give this notice shall not constitute a default (or Event of Default) under this Agreement, but Landowner shall have no obligation to provide notices to the Mortgagee or Assignee until notice of the mortgage, assignment or conveyance is given.

Any Mortgagee, Assignee or other party which holds an interest, lien or security interest in this Agreement solely for security purposes shall have no obligation or liability under this Agreement prior to the time such Mortgagee, Assignee or other party succeeds to Grantee's title to such interest, or to this Agreement. Any such Mortgagee, Assignee or other party shall be liable to perform obligations under this Agreement only for and during the period it directly holds such interest or title.

Within fifteen (15) days after written request therefore, Landowner shall (i) execute such estoppel certificates (certifying as to such truthful matters as Grantee, Assignees or Mortgagees may reasonably request, including without limitation that no default or Event of Default then exists under this Agreement, and that this Agreement remains in full force and effect), (ii) consent to reasonable non-disturbance agreements as Grantee or any Mortgagee or Assignee may request from time to time, it being intended that any such reasonably-requested estoppel certificates, non-disturbance Agreement and the like may be relied upon by any Mortgagees or prospective Mortgagees, or any Assignees or prospective Assignees, or any prospective and/or subsequent purchaser or transferee of all or a part of Grantee's interest in the Property and/or the in Wind Turbines and/or in the Project Improvements.

Any Mortgagee shall, for so long as its mortgage or other security interest is in existence, be entitled to the following protections which shall be in addition to those granted elsewhere in this Agreement upon delivery to Landowner of notice of its name and address: Mortgagee shall have the right: (i) to assign its security interest, (ii) to enforce its lien and acquire title to Grantee's interests in this Agreement by any lawful means; (iii) to take possession of and operate the Property or any portion thereof in accordance with the terms of this Agreement and to perform all obligations to be performed by Grantee under this Agreement, or to cause a receiver to be appointed to do so; (iv) to acquire Grantee's interests in this Agreement by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer Grantee's interests in this Agreement to a third party; and (v) to exercise (or require Grantee to exercise at Mortgagee's request) any renewal option (or otherwise cause or permit the renewal of the Agreement Term as provided in this Agreement). Landowner's consent shall not be required for the acquisition of Grantee's interests in this Agreement by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

Section 13.02 Default/Step-In Rights. Each Mortgagee shall have the right, but not the obligation, at any time prior to Agreement Termination of this Agreement, to perform any act necessary to cure any default and to prevent the Agreement Termination of this Agreement. As a precondition to exercising any rights or remedies as a result of any alleged default by Grantee, Landowner shall give written notice of such default to each Mortgagee, concurrently with delivery of notice to Grantee, specifying in detail the alleged event of default and the required remedy. Each such Mortgagee (for which Landowner has been provided with notice of its name and address as provided above) shall have the same amount of time to cure the default as to Grantee's interest in this Agreement as is given to Grantee. The cure period for each Mortgagee shall begin to run at the end of the cure period given to Grantee in this Agreement (the "Mortgagee Cure Period").

If any default by Grantee under this Agreement cannot be cured without the Mortgagee obtaining possession of all or part of the Property and/or all or part of the Wind Turbines and/or

Project Improvements and/or all or part of Grantee's interest in this Agreement, then the Mortgagee shall have such additional time as is reasonably necessary to: (a) acquire possession of all or part of Grantee's interest in the Agreement, the Property and/or all or part of the Wind Turbines and/or Project Improvements and/or all or part of such interest in this Agreement, and (b) after gaining possession of all or part of Grantee's interest in the Agreement, the Property the Wind Turbines and/or Project Improvements, the Mortgagee or its Assignee performs all other obligations as and when the same are due in accordance with the terms of this Agreement, but only for the period attributable to its ownership of the Property. If a Mortgagee or its Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Grantee or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the reasonably necessary period of time in which Mortgagee must acquire possession shall not commence until such prohibition is no longer effective.

Following acquisition of Grantee's interest in this Agreement by the Mortgagee, an Assignee or other third party as a result of foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee Assignee or other party shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Landowner's right to cause a Agreement Termination shall be deemed waived; provided, however, that the Mortgagee, Assignee or such party shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party (such as a bankruptcy of the Grantee, but excluding payment of Rent or other monetary obligations of Grantee hereunder) ("Non-Curable Defaults").

If there is a Termination for any reason, including, without limitation, because of Grantee's default or if Grantee's rights are foreclosed upon, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, then, in addition to the cure rights provided above, within ninety (90) days after such Agreement Termination, if Grantee or any Mortgagee or Assignee shall have arranged to the reasonable satisfaction of Landowner for the payment of all fees or other charges due and payable by Grantee and cure of all defaults (excluding Non-Curable Defaults) as of the date of such event, Landowner shall execute and deliver to such Mortgagee or its Assignee or designee, as the case may be, a new Agreement to the Property which (i) shall be for a Agreement Term equal to the remainder of the Agreement Term (including any available extensions of the Agreement Term) before giving effect to such rejection or Agreement Termination; (ii) shall contain the same covenants, agreements, Agreement Terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Grantee or any Mortgagee or its Assignee prior to rejection or Agreement Termination of this Agreement); and (iii) shall include that portion of the Wind Turbines and/or Project Improvements in which Grantee had an interest on the date of rejection or Agreement Termination. After the Agreement Termination, rejection or disaffirmation of this Agreement and during the period thereafter during which any Mortgagee shall be entitled to enter into a new Agreement, Landowner will not Agreement Terminate any Assignment or Transfer of the rights of any Assignee unless such Assignee shall be in default. If more than one Mortgagee makes a written request for a new Agreement pursuant to this provision, the new Agreement shall be delivered to the Mortgagee requesting such new

Agreement whose mortgage lien is prior in right, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect.

The provisions of this Article shall survive the Agreement Termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Article were a separate and independent contract made by Landowner, Grantee and each Mortgagee, and, from the effective date of such Agreement Termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such new Agreement, such Mortgagee may use and enjoy said Property without hindrance by Landowner or any person claiming by, through or under Landowner; provided that all of the conditions for a new Agreement as set forth above are complied with.

Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Mortgage, this Agreement shall not be modified or amended, and Landowner shall not accept a surrender of all or any part of the Property or a cancellation or termination of this Agreement from Grantee, without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by each Mortgagee as if it were a party named in this Agreement.

Section 13.03 No Merger. There shall be no merger of this Agreement, or of the interests created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or any interests in the Agreement may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein.

Section 13.04 Subordination. This Agreement shall not become subject or subordinate to any right, claim, mortgage or deed of trust hereafter placed against or affecting the Property or any portion or portions thereof unless and until the holder of any right or claim or the mortgagee under any mortgage, as the case may be (hereafter the "holder") shall have executed, acknowledged and delivered to Grantee a recordable, written instrument in form and content reasonably acceptable to Grantee (the "Non-Disturbance Agreement") pursuant to which any such holder on behalf of itself and its respective heirs, personal representatives, successors and assigns (including any purchaser under foreclosure proceedings or grantee under a deed in lieu of foreclosure (the "Purchaser")) shall recognize Grantee's interest in this Agreement, subordinate its own interest to Grantee's interest in this Agreement, and permit Grantee to remain in quiet possession of the Property for the balance of the Agreement Term so long as Grantee pays the Rent and otherwise keeps, observes and performs all of its obligations under this Agreement. Landowner shall use commercially reasonable efforts to obtain a Non-Disturbance Agreement reasonably acceptable to Grantee from the holder of any existing Agreement, right, claim, mortgage or deed of trust against or affecting the Property promptly after the execution and delivery of this Agreement, if Landowner has not already obtained such Non-Disturbance Agreement prior to the execution and delivery hereof. If Landowner fails to obtain a Non-Disturbance Agreement as aforesaid from any existing holder within sixty (60) days after the execution and delivery of this Agreement by the parties hereto, Grantee shall have the option, but not the obligation, to terminate this Agreement at any time thereafter upon thirty (30) days' notice to Landowner.



Setion 13.05 Amendments to Accommodate Mortgagee. At Grantee's reasonable request and provided there are at that time no continuing Events of Default under this Agreement, Landowner shall amend this Agreement to include any provision which may reasonably be requested by a proposed Mortgagee; provided, however, that such amendment does not limit or impair any of Landowner's material rights under this Agreement or increase in any material way the burdens or obligations of Landowner under this Agreement. Upon the request of any Mortgagee, Landowner shall execute any additional instruments reasonably required to evidence such amendment, any expenses thereof born by Grantee.

## **ARTICLE 14** **GENERAL PROVISIONS**

Setion 14.1 Entire Agreement. This Agreement and the Exhibits attached thereto contain the entire Agreement between Landowner and Grantee, and any Agreement made after the execution of this Agreement between Landowner and Grantee shall be in writing. This Agreement, upon execution, shall supersede any previously signed Agreement between the Parties regarding the subject matter contained herein.

Setion 14.2 Effect of Agreement; Covenants Run with Land. The Parties intend that this Agreement create a valid and present interest in the Property in favor of Grantee. Therefore, this Agreement shall be deemed an interest in and an encumbrance upon the Property which shall run with the land and shall be binding upon the Property, the Landowner, and Landowner's successors and assigns and shall inure to the benefit of each of the Parties hereto and their respective successors and assigns.

Setion 14.3 Force Majeure; Delays. Except as otherwise expressly provided in this Agreement, should the performance of any act required by this Agreement to be performed by either Landowner or Grantee (excluding payment of Rent and Fees) be prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials (but not because of Grantee's inability to pay for such materials), restrictive governmental laws or regulations, inability to secure requisite governmental approvals or permits for the operation of the Project Improvements, or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused provided the affected party shall use its commercially reasonable efforts to remove such cause(s) of nonperformance and shall continue performance of all other unaffected obligations under this Agreement until such causes are removed.

Setion 14.4 Inability to Operate Profitably. In the event that the Property, the Project Improvements, or any part of them are damaged by any cause whatsoever, or if any event makes it impossible for the Grantee to effectively and practicably operate Grantee's business at a reasonable profit as determined by Grantee, or if Grantee is prohibited from using the Property and/or the Project Improvements by any governmental authority having jurisdiction and if such prohibition shall continue in effect for a period of two (2) months, Grantee may elect to terminate this Agreement on three (3) months written notice to Landowner. Rent shall continue to be payable to Landowner for this three (3) month notice period. Upon passage of the three (3) month notice period, the Agreement shall be terminated and neither party shall have any further

right, liabilities or obligations hereunder except as expressly provided in this Agreement. Grantee shall have a period of six (6) months from and after the expiration or earlier Agreement Termination of this Agreement in which to remove the Project Improvements from the Property, weather permitting.

Setion 14.5 Notices. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Agreement must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Either party may change its address for notices hereunder by delivering written notice of an address change to the other party in the manner provided by this Section. Copies of notices to Landowner also shall be sent to:

Attention: Douglas R. & Kathy B. Reed  
19486 County Road 65  
Belle Center, OH 43310

Setion 14.6 Partial Invalidity or Unenforceability. If any term, covenant, or condition of this Agreement shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated and the parties shall thereafter negotiate in good faith a provision to replace the invalidated provision.

Setion 14.7 Waiver. Unless otherwise expressly provided herein, no delay or omission by the parties hereto in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy, nor shall it be construed as a bar to or a waiver of any such right or remedy on any future occasion.

Setion 14.8 Hazardous Substances. Landowner and Grantee shall not use, store, dispose of, or release on the Property or cause to exist or be used, stored, disposed of or release on the Property any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in material compliance with all applicable laws. Should any claim or action be brought against Landowner or in connection with the Property with respect to any of the foregoing in relation to Landowner's actions, Landowner shall immediately notify Grantee and shall indemnify Grantee from all costs associated with such claim or action. Conversely, should any claim or action be brought against Grantee or in connection with the Property with respect to any of the foregoing in relation to Grantee's action, Grantee shall immediately notify Landowner and Grantee shall indemnify, defend, and hold harmless Landowner from all cost and damages associated with such claim or action.

Setion 14.9 Casualty; Insurance and Indemnity:

- a. Fire and Extended Coverage. Commencing with the Effective Date, Grantee shall maintain, at its sole cost, insurance covering Grantee's operations under this Agreement and the Project Improvements erected or constructed by Grantee on the Property, against loss or damage as is usually carried under a multi-peril

insurance policy. The insurance shall be carried by insurance companies authorized to transact business in the state in which the Project is located, selected by Grantee. In addition, the following conditions shall be met:

- i. Any and all fire or other insurance proceeds that become payable at any time during the Agreement Term of this Agreement because of damage to or destruction of any Project Improvements on the Property shall be paid to Grantee and at Grantee's option, applied by Grantee toward the cost of repairing, restoring, and replacing the damaged or destroyed Project Improvements in the manner required by this Section. However, if Grantee elects to exercise the option to Agreement Terminate this Agreement because of damage to or destruction of Project Improvements, then any and all fire or other insurance proceeds that become payable because of that damage or destruction shall be applied as follows:
  1. Proceeds shall be applied first toward the reduction of the unpaid principal balance of any and all obligations secured pursuant to this Section.
  2. The balance of the proceeds, if any, shall be paid to Grantee to compensate Grantee, at least in part, for the loss of the damaged or destroyed Project Improvements.
- ii. Landowner is to be listed as an additional insured on Grantee's policy.
- b. Property and Personal Injury Liability Insurance. Commencing with the Effective Date, Grantee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance, providing coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence against claims and liability for personal injury, death, and each parcel of Property damage arising from Grantee's operations under this Agreement and/or the use, occupancy, disuse, or condition of the Project Improvements on the Property. Landowner is to be listed as an additional insured on Grantee's policy
- c. Construction Liability Insurance. Grantee agrees to have its construction contractor and sub-contractors obtain and maintain (to the extent reasonably procurable) construction liability insurance providing coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence at all times when demolition, excavation, or construction work is in progress on the Property. Landowner is to be listed as an additional insured on Grantee's policy.
- d. Certificates of Insurance. Upon request therefore, Grantee shall furnish Landowner with certificates of all insurance required by this Section 13.09.
- e. Indemnification of Landowner. Grantee shall indemnify, defend, and hold harmless Landowner's members, partners, mortgagees, officers, employees, and agents (each an "Landowner Indemnified Party") against any and all losses,

damages (excluding consequential damages), claims, expenses, fees, fines and other liabilities, including, without limitation, reasonable attorney's fees, resulting from or arising out of (i) any negligent operations of Grantee on the Property, or (ii) any act or failure to act on the part of Grantee or anyone else engaged in doing work for Grantee, the location of or any use of the Project Improvements on the Property or caused by any defect in any Project Improvements, of caused by any accident, fire or other casualty caused by Project Improvements. This indemnification shall survive the Termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by any negligent or deliberate act or omission on the part of any Landowner Indemnified Party.

- f. Indemnification of Grantee. Landowner agrees to indemnify, defend and hold harmless Grantee and its agents, tenants, representatives, employees, contractors and subcontractors, successors and assigns ("Grantee Indemnitees") entirely free and harmless from all liability for any expense, fee, fine, loss, damage, costs, claims, or injury arising out of or connected to the activities of Landowner, or anyone claiming by, through, or under Landowner on the Property, except to the extent caused by the negligent or intentional act or omission of any Landowner Indemnitee.
- g. Indemnification of Grantee. Landowner agrees to indemnify, defend and hold harmless Grantee and its agents, tenants, representatives, employees, contractors and subcontractors, successors and assigns ("Grantee Indemnitees") entirely free and harmless from all liability for any expense, fee, fine, loss, damage, costs, claims, or injury arising out of or connected to the activities of Landowner, or anyone claiming by, through, or under Landowner on the Property, except to the extent caused by the negligent or intentional act or omission of any Landowner Indemnitee.

Setion 14.10 Further Assurances. The Parties agree to do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate the transactions contemplated hereby, or to evidence or confirm the agreements contained herein in the manner contemplated hereby.

Setion 14.11 Planning and Zoning. Landowner, as owner of each parcel of Property, agrees to execute all necessary applications and other related documents to aid Grantee in obtaining all planning, zoning, environmental, and building permits necessary for approval and construction of the Project. The cost related to any such applications or related documents shall be the responsibility of the Grantee.

Setion 14.12 Consent. Where rights under this Agreement are conditioned upon the consent of one of the parties hereto, such consent shall not be unreasonably withheld, conditioned or delayed.

Setion 14.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located.

Setion 14.14 Recording of Memorandum of Agreement. As soon as practicable after execution of this Agreement, Grantee may record a Memorandum of this Agreement in the office of the Recorder of Deeds for the jurisdiction in which the Property is located (the "Recorder"). Grantee shall pay any recording fees and transfer taxes in connection with this Agreement or the recording of the Memorandum.

Setion 14.15 Release of Property. Upon the expiration or Termination of this Agreement, the expiration of any Mortgagee's rights, and provided that the Agreement is not the subject of a dispute or any litigation by the parties, whether as to the entire Property or only as to part, Grantee shall upon request by Landowner, prepare and record with the Recorder, a quitclaim deed to Landowner of all of Grantee's right, title and interest in and to the Property, or to that part thereof as to which the Agreement has Terminated or expired. The Parties acknowledge and agree that as the Project develops, the scope and necessity of the Project Improvements may vary from the Project Improvements as envisioned on the Effective Date.

Setion 14.16 Encumbrance. Notwithstanding any provision of this Agreement to the contrary, Landowner reserves the right, during the Agreement Term, to encumber the Property by mortgage or other security instrument, as long as Landowner's lender subordinates its lien to this Agreement, the interest of Grantee hereunder, and to the lien of any Mortgagee. If the Property is subject to a mortgage, Landowner agrees to pay all obligations secured by such mortgage. If Landowner does not timely pay such obligations as and when due, Grantee may pay (after first giving Landowner notice and fifteen (15) days to satisfy such obligation) but is not obligated to pay, any of such obligations which Landowner does not pay, and Grantee may offset such payments against fees otherwise due Landowner under this Agreement.

Setion 14.17 Condemnation.

- a. Interests of Parties. If the Property and Project Improvements or any part of these premises is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Landowner and Grantee in the award or consideration for the taking or transfer and the effect of the taking or transfer on this Agreement shall be governed by this.
- b. Agreement Termination on Total or Partial Taking. If all or less than all of the Property and Project Improvements is taken or transferred, then this Agreement at the sole option of the Grantee shall terminate on the date title to the portion of the Property and Project Improvements taken or transferred vests in the condemning authority. The proceeds of the condemnation shall be divided between Grantee and Landowner in accordance with their respective interests. Landowner does not have and shall have no interest in the Project Improvements. Grantee shall have no interest in the Property or the improvements of Landowner. In the event this

Agreement is not terminated by the Grantee then this Agreement shall continue in effect as to the portion of the Property and Project Improvements not taken or transferred and the rent and other payments required to be paid hereunder shall be reduced by that proportion of the annual rent that the value of the part of the Property and Project Improvements taken or transferred bears to the value of the total Property and Project Improvements immediately before any actual taking. Condemnation proceeds shall be divided as stated above.

Section 14.18 Good Faith. The Parties hereto shall act in good faith and fair dealing with respect to the transactions contemplated by this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Landowner and Grantee have executed and signed this Agreement on the date above written.

Landowner:

D. R. R.  
Douglas R. Reed

Date: 8-26-19

Kathy B. Reed  
Kathy B. Reed

Date: 8/25/19 KBR 8-26-19

**ACKNOWLEDGMENT**

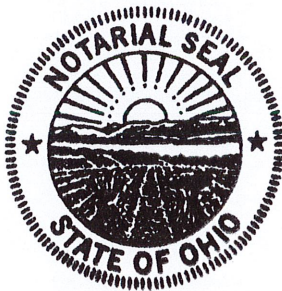
**STATE OF OHIO**

**COUNTY OF** Hardin

The foregoing instrument was acknowledged before me this 26 day of August, 2019 by **Douglas R. Reed and Kathy B. Reed**, husband and wife.

By: Joslyn Rae Emberling  
Name: Joslyn Rae Emberling  
Notary Public

My Commission expires:



JOSLYN RAE EMBERLING  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES 5-1-23

**GRANTEE:**

**HARDIN WIND, LLC**, a Delaware  
limited liability company

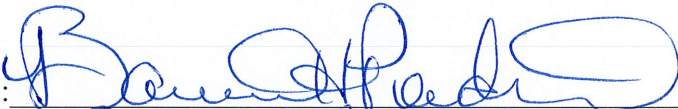
By: HARDIN WIND HOLDINGS LLC,  
a Delaware limited liability company, its sole member

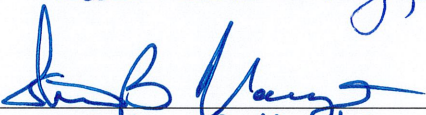
By: HARDIN CLASS B HOLDINGS LLC,  
a Delaware limited liability company, its sole member

By: IRUS WIND OPERATIONS 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: Bonnie H. Rendercast  
Title: Real Estate Mgr, Majors

By:   
Name: Timothy B Vaughn  
Title: Sr Director Development



**ACKNOWLEDGMENTS**

**COMMONWEALTH OF PENNSYLVANIA**

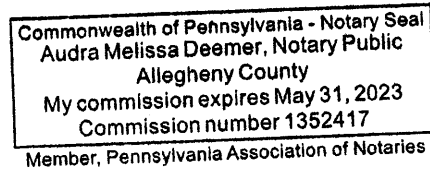
**COUNTY OF ALLEGHENY**

The foregoing instrument was acknowledged before me this 29 day of August, 2019 by Bonnie H. Pendergast, the Real Estate Manager of **INNOGY RENEWABLES US LLC**, a Delaware limited liability company, for and on behalf of Hardin Wind, LLC, a Delaware limited liability company.

By: Audra Melissa Deemer  
Name: Audra Melissa Deemer

Notary Public

My Commission expires: May 31, 2023



**COMMONWEALTH OF PENNSYLVANIA**

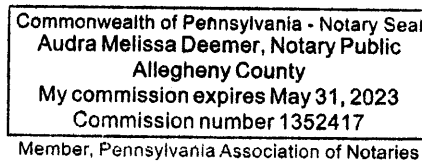
**COUNTY OF ALLEGHENY**

The foregoing instrument was acknowledged before me this 29 day of August, 2019 by Timothy B. Vought, the Sr. Dir. Development of **INNOGY RENEWABLES US LLC**, a Delaware limited liability company, for and on behalf of Hardin Wind, LLC, a Delaware limited liability company.

By: Audra Melissa Deemer  
Name: Audra Melissa Deemer

Notary Public

My Commission expires: May 31, 2023



## EXHIBIT A

### Description of Property

Lying in Virginia Military Survey 10302, McDonald Township, Hardin County, Ohio.

Being out of the Laurice S. Jordan second description tract and 30 acre tract and all of the 10 acre tract as deeded and described in Volume 143, Page 177 and out of the 30 acre tract as deeded and described in Official Record 171, Page 134, Tract NO. VIII of the Hardin County Records of Deeds and being more particularly described as follows:

Commencing on a PK nail found on the northeast corner of Virginia Military Survey 10302 at the intersection of County Highway 200 and County Highway 75.

THENCE, with the east line of Virginia Military Survey 10302 and the centerline of County Highway 75 (60 feet wide), S. 07° 13' 39" E., a distance of 724.63 feet to a MAG nail set at the TRUE POINT OF BEGINNING.

THENCE, with the east line of Virginia Military Survey 10302 and the centerline of County Highway 75, S. 07° 13' 39" E., a distance of 60.00 feet to a MAG nail set.

THENCE, with the lines of the Martha Louise Ruble 102 acre tract (Vol. 77, Pg. 304), the following three courses:

S. 82° 49' 28" W., a distance of 2694.06 feet to a 5/8" iron rod set, passing an 8 inch wood post found at 29.83 feet and a 5/8" iron rod set at 31.00 feet.

S. 07° 45' 14" E., a distance of 660.03 feet to a 5/8" iron rod set.

S. 82° 49' 28" W., a distance of 660.00 feet to a 5/8" iron rod set.

THENCE, with the lines of the Tonda Robinson 85 acre tract (O.R. 420, Pg. 160, Tract V), the following two courses:

N. 07° 45' 148" W., a distance of 660.03 feet to a 5/8" iron rod set.

S. 82° 54' 05" W., a distance of 1658.49 feet to a 5/8" iron rod set.

THENCE, N. 06° 16' 38" W., a distance of 771.12 feet to a 5/8" iron rod set.

THENCE, N. 80° 41' 17" E., a distance of 468.36 feet to a 5/8" iron rod set on the north line of Virginia Military Survey 10302.

THENCE, with the north line of Virginia Military Survey 10302 extended and the north line of Virginia Military Survey 10302 and the south lines of the Laurice S. Jordan original 10 acre

tract, 40 acre tract, 36 acre tract and 50 acre tract (O.R. 171, Pg. 134, Tracts VI, III, II and I), N. 82° 54' 05" E., a distance of 2462.53 feet to a 5/8" iron rod set.

THENCE, S. 06° 41' 40" E., a distance of 716.00 feet to a 5/8" iron rod set.

THENCE, N. 83° 08' 24" E., a distance of 2075.89 feet to the point of beginning, passing a 5/8" iron rod set at 2045.89 feet.

Containing 66.147 acres, of which 0.041 acre is within the highway right-of-way.

The basis for bearings is the east line of Virginia military Survey 10302, being S. 07° 13' 39" E., and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on August 11, 2009.

This description was prepared by William K. Bruce, Professional Surveyor 7437 dated August 14, 2009.

**ALSO THE FOLLOWING DESCRIBED EASEMENT:**

Lying in Thomas Clark Virginia Military Survey 13932, McDonald Township, Hardin County, Ohio.

Being a 20.00 feet wide ingress/egress easement over the Laurice S. Jordan 20.00 feet wide tract as deeded and described in Official Record 171, Page 134, tract No. V and remainder tract as deeded and described in Volume 143, Page 177, Tract I, first description and also through the Herbert J. Stevenson 5.002 acre tract as deeded and described in Official Record 485, Page 2384 of the Hardin County Records of Deeds and being more particularly described as follows:

Commencing on a PK nail found on the southeast corner of Thomas Clark Virginia Military Survey 13932 at the intersection of County Highway 200 and County Highway 75.

THENCE, with the east line of the thomas Clark Virginia Military Survey 13932 and the centerline of County Highway 75 (60 feet wide), N. 07° 07' 10" W., a distance of 492.55 feet to a MAG nail set at the TRUE POINT OF BEGINNING.

THENCE, with the centerline of said easement, the following four courses:

S. 78° 07' 38" W., a distance of 369.64 feet to a 5/8" iron rod set.

S. 87° 07' 19" W., a distance of 75.88 feet to a 5/8" iron rod set.

S. 78° 22' 19" W., a distance of 868.50 feet to a 5/8" iron rod set.

S. 07° 05' 55" E., a distance of 398.78 feet to a point on the south line of the Thomas Clark Virginia Military Survey 13932 at the terminus of this easement passing a 5/8" iron rod set at 368.78 feet.

The sidelines of said easement to be shortened or prolonged to meet at angle point intersections.

The basis for bearings is the east line of Virginia Military Survey 10302, being S. 07° 13' 39" E., and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on August 11, 2009.

This description prepared by William K. Bruce, Professional Surveyor 7437 dated August 14, 2009.

**ALSO THE FOLLOWING DESCRIBED EASEMENT:**

Lying in Thomas Clark Virginia Military Survey 13932, McDonald Township, Hardin County, Ohio.

Being a 60.00 feet wide ingress/egress over the Laurice S. Jordan 50 acre tract, 36 acre tract, 40 acre tract and original 10 acre tract as deeded and described in Official Record 171, Page 134, Tract NO. I, Tract No. II, Tract No. III and Tract No. VI of the Hardin County Records of Deeds and being more particularly described as follows:

Commencing on a PK nail found on the southeast corner of Thomas Clark Virginia Military Survey 13932 at the intersection of County Highway 200 and County Highway 75.

THENCE, with the east line of the Thomas Clark Virginia Military Survey 13932 and the centerline of County Highway 75 (60 feet wide), N. 07° 07' 10" W., a distance of 492.55 feet to a MAG nail set.

THENCE, with the centerline of 20.00 feet ingress/egress easement, the following four courses:

S. 78° 07' 38" W., a distance of 369.64 feet to a 5/8" iron rod set.

S. 87° 07' 19" W., a distance of 75.88 feet to a 5/8" iron rod set.

S. 78° 22' 19" W., a distance of 868.50 feet to a 5/8" iron rod set.

S. 07° 05' 55" E., a distance of 368.78 feet to a 5/8" iron rod set.

THENCE, S. 82° 54' 05" W., a distance of 10.00 feet to point at the TRUE POINT OF BEGINNING.

THENCE, with the centerline of the 60.00 feet wide ingress/egress easement, S. 82° 54' 05" W., a distance of 3211.73 feet to the terminus of this easement.

The sidelines of said easement to be shortened or prolonged to meet at angle point intersections.

The basis for bearings is the east line of Virginia Military Survey 10302, being S. 07° 13' 39" E., and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on August 11, 2009.

The description prepared by William K. Bruce, Professional Surveyor 7437 dated August 14, 2009.

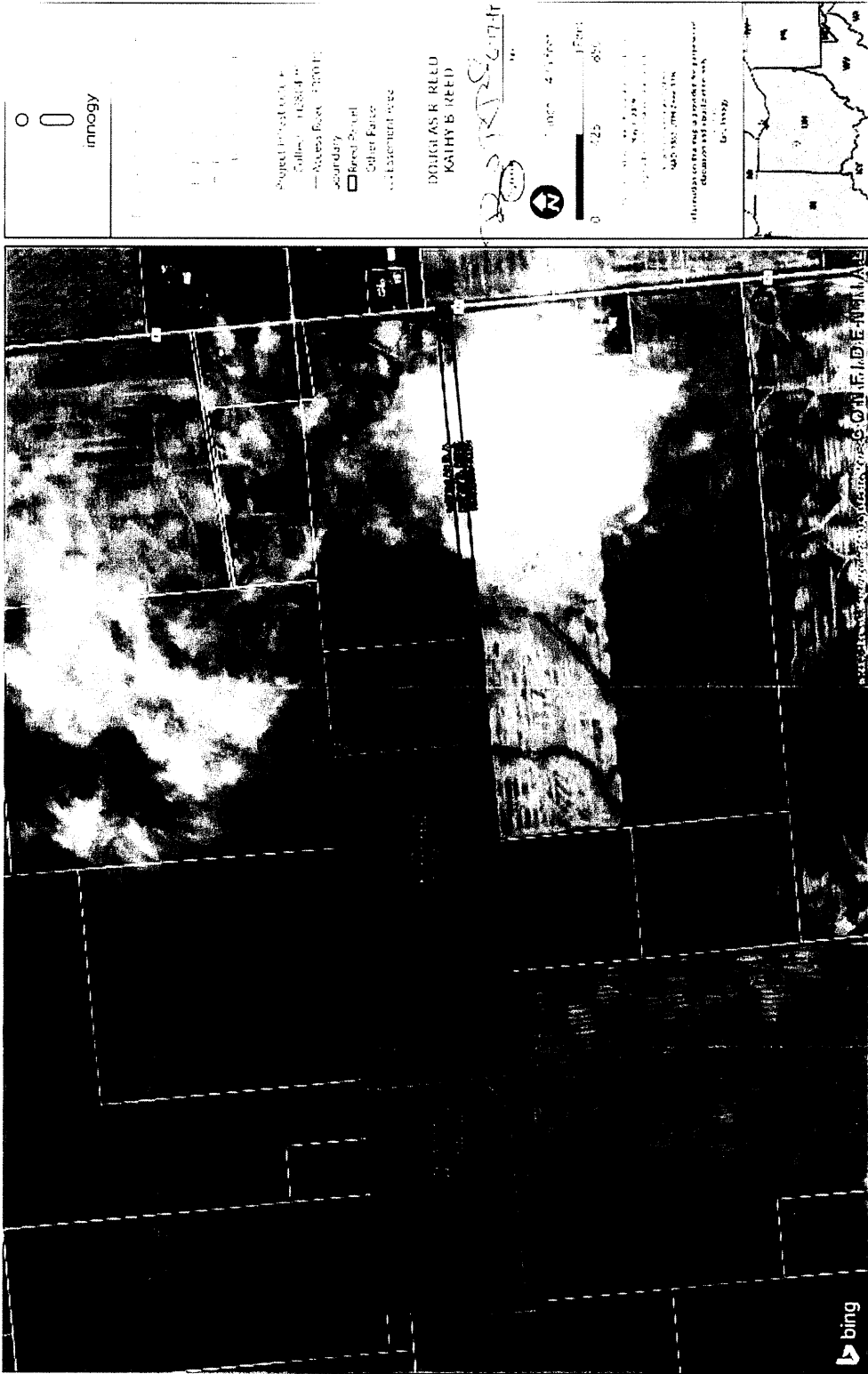
SAVE AND EXCEPT taxes and assessments, both special and general, for 2009 and thereafter, easements and restrictions of record and zoning and other governmental regulations. Also subject to the terms of the purchase contract between the parties, which terms shall be deemed to survive this transfer.

Being parcel numbers 321800160000, 321800210000, 321800380000, and 321800390000 as contained in OR Vol 488, Page 1189.

Total of 66.147 acres.

# Exhibit "B"

## Final Site Plan



## EXHIBIT C

### Easement Areas

Douglas R. and Kathy B. Reed Property

Tax ID 32-18-0039-0000

Legal Description

May 3, 2019

**Being** a parcel of land situated in the Township of McDonald, County of Hardin, State of Ohio, and being a tract of land in Virginia Military Survey #10302 more particularly described as follows:

**Beginning** at a point at the intersection of centerlines of County Road 200 and County Road 75. Thence South 83° 43' 27" East a distance of 2069.09 feet to an iron pin with cap found at the common corner of the Grantors and lands now or formerly of LS Jordan Farms, LLC, the True Point of Beginning.

- 1.) Thence along the line of lands now or formerly of LS Jordan Farms, LLC, South 05° 52' 23" East a distance of 716.00 feet to a point;
- 2.) Thence through the lands of the Grantors, South 06° 21' 00" East a distance of 71.39 feet to a point on the line of lands now or formerly of Jacob Johnson, et al.;
- 3.) Thence along the line of lands now or formerly of Jacob Johnson, et al., South 83° 38' 41" West a distance of 132.43 feet to a point;
- 4.) Thence through the lands of the Grantors the following five (5) courses and distances, North 09° 22' 35" West a distance of 232.77 feet to a point;
- 5.) North 01° 45' 32" East a distance of 182.26 feet to a point;
- 6.) North 05° 49' 08" West a distance of 270.24 feet to a point;
- 7.) North 16° 55' 07" West a distance of 93.03 feet to a point;
- 8.) North 57° 43' 38" West a distance of 20.85 feet to a point on the line of lands now or formerly of LS Jordan Farms, LLC;
- 9.) Thence along the line of lands now or formerly of LS Jordan Farms, LLC, North 83° 43' 22" East a distance of 155.82 feet to **The Point and Place of Beginning**. Containing 103,223.16 Sq. Ft. or 2.370 acres of land.

The above description is based upon a survey prepared by Monaloh Basin Engineers, Inc. in March 2019 with the basis of bearings being the Ohio State Plane Coordinate System, NAD 83, North Zone, holding the centerline of County Road 75 as North 06° 19' 32" West.

Being a portion of the same parcel of land as conveyed to Douglas R. and Kathy B. Reed by deed recorded in OR Volume 488 Page 1189 of the Hardin County Records.

**AND**

Douglas R. and Kathy B. Reed Property

Tax ID 32-18-0021-0000

Legal Description

May 3, 2019

**Being** a parcel of land situated in the Township of McDonald, County of Hardin, State of Ohio, and being a tract of land in Virginia Military Survey #10302 more particularly described as follows:

**Beginning** at a point at the intersection of centerlines of County Road 200 and County Road 75. Thence South 83° 43' 27" West a distance of 2,069.09 feet to an iron pin and cap found at the common line of LS Jordan Farms, LLC and Douglas R. and Kathy B. Reed. Thence; continuing along the lands now or formerly of Douglas R. and Kathy B. Reed, South 83° 43' 22" West 1,728.13 feet to a point on the line of lands now or formerly of LS Jordan Farms, LLC, the True Point of Beginning.

- 10.) Thence through the lands of the Grantors, South 05° 30' 56" West a distance of 88.79 feet to a point;
- 11.) Thence through the same, South 06° 50' 08" East a distance of 701.94 feet to a point on the line of lands now or formerly of Tonda Robinson and Jane Baker;
- 12.) Thence along the line of lands now or formerly of Tonda Robinson and Jane Baker, South 83° 42' 57" West a distance of 111.65 feet to a point;
- 13.) Thence through the lands of the Grantors the following five (5) courses and distances, North 06° 58' 53" West a distance of 61.78 feet to a point;
- 14.) South 57° 46' 35" West a distance of 111.31 feet to a point;
- 15.) South 72° 53' 45" West a distance of 65.15 feet to a point;
- 16.) South 83° 45' 47" West a distance of 34.29 feet to a point;
- 17.) South 84° 08' 37" West a distance of 891.16 feet to a point on the line of lands now or formerly of Tonda Robinson and Jane Baker;
- 18.) Thence along the line of lands now or formerly of Tonda Robinson and Jane Baker, North 05° 27' 26" West a distance of 121.12 feet to a point;
- 19.) Thence through the lands of the Grantors the following five (5) courses and distances, North 84° 18' 06" East a distance of 942.87 feet to a point;
- 20.) North 52° 27' 35" East a distance of 113.96 feet to a point;
- 21.) North 39° 17' 22" East a distance of 63.80 feet to a point;
- 22.) North 06° 58' 54" West a distance of 537.80 feet to a point;
- 23.) North 16° 36' 42" East a distance of 30.72 feet to a point on the line of lands now or formerly of LS Jordan Farms, LLC;
- 24.) Thence along the line of lands now or formerly of LS Jordan Farms, LLC North 83° 43' 22" East a distance of 120.36 feet to **The Point and Place of Beginning**. Containing 222,286.81 Sq. Ft. or 5.103 acres of land.



**SCHEDULE 6**

Schedule 6 has been intentionally omitted solely for the purposes of recording this Transmission Line Easement Agreement.

2019002780

**WHITMAN TITLE  
101 W SANDUSKY ST  
FINDLAY, OH 45840**