

201600087274
WHITMAN TITLE AGENCY
101 W SANDUSKY ST
FINDLAY OH 45840

201600087274
Filed for Record in
HARDIN COUNTY, OHIO
BRENDA J RAINSBURG
11-22-2016 At 10:33 am.
AGREEMENT 112.00
OR Vol 540 Page 1270 - 1279

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WIND PROJECT PARTICIPATION AGREEMENT

This WIND PROJECT PARTICIPATION AGREEMENT (this "Participation Agreement") is made, dated October 11, 2016 and effective as of October 19 (the "Effective Date"), by and between **Douglas R. Reed & Kathy B. Reed**, having an address of 19486 County Road 65, Belle Center, OH 43310 ("Grantor") and **Hardin Wind, LLC**, a Delaware limited liability company having an office at 1251 Waterfront Place, 3rd Floor, Pittsburgh, PA 15222, and its successors and assigns (collectively "Grantee"). Grantor and Grantee may hereafter be referred to as, together, the "Parties" and each, a "Party."

RECITALS

A. WHEREAS, Grantor is the owner of a certain parcel of land located in the Township of McDonald, County of Hardin, State of Ohio, identified as Tax Map Parcel Nos. 453300050000, 453300060000, 45330030000 and 453300310000 being further described in Exhibit A attached hereto, and by this reference incorporated herein ("Grantor's Property");

B. WHEREAS, Grantee is a wind farm developer that desires to develop an electric-generating wind power project (the "Wind Project") in the Townships of Lynn, McDonald, Roundhead, and Taylor Creek, , Hardin County, Ohio (the "Wind Project Property"). Grantee expects that some of the Wind Project improvements, including but not limited to (a) wind turbine generators, including associated towers, foundations, and support structures (collectively the "Generating Units") and necessary appurtenances for the Wind Project will be installed on land adjacent to or near Grantor's Property; and

C. WHEREAS, although no Generating Units or other related facilities of the Wind Project are to be located on Grantor's Property, Grantee wishes to obtain waivers by Grantor of certain conditions which are expected to be included in the Certificate of Environmental Compatibility and Public Need for the Wind Project to be issued by the Ohio Power Siting Board in Case No. 13-1177-EL-BGN (said certificate, as and when issued, and as the same may be supplemented or amended from time to time, referred to herein as the "Certificate") and property setback requirements relating to the location of Generating Units.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing "Recitals," and for other good and valuable consideration, including the payments to be made by Grantee to Grantor in accordance with the Supplement to Wind Farm Project Participation Agreement between Grantee and Grantor of even date herewith (the "Supplement to Project Participation Agreement"), the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Participating Property. For regulatory purposes, including for all purposes contemplated by the Certificate, Grantee and Grantor agree that Grantor's Property is a "property" included within the boundaries of the Wind Project, and that any residence now or hereafter located on Grantor's Property is not, and will not be considered, a "non-participating residence" (as such term may be used in the Certificate).

2. Waiver and Release of Sound, Shadow Flicker and Construction Impacts. Grantor acknowledges that (i) the Generating Units and other related facilities of the Wind Project may create shadow flicker and increased ambient sound levels on Grantor's Property and (ii) Grantor may be inconvenienced by the construction activity associated with the Wind Project, including increased noise and dust levels and construction traffic. Grantor waives any and all claims it may now or hereafter have against Grantee and its affiliates and any of their respective members, partners, principals, officers, directors, shareholders, employees, agents, contractors and licensees (collectively, the "Grantee Parties"), and releases Grantee and the Grantee Parties from any and all liability for any loss, damage, claim, cost or expense now or hereafter suffered or incurred by Grantor, arising from or related to shadow flicker, increased ambient sound levels or construction activity generated by or associated with the construction or operation of the Wind Project.

3. Payment for Participation. As consideration for Grantor's participation in the Wind Project as provided in this Participation Agreement, Grantee will pay to Grantor a Wind Project participation fee in accordance with the Supplement to Project Participation Agreement.

4. Term. The term of this Participation Agreement ("Initial Term") commences upon the Effective Date and ends on the date that is twenty-five (25) years following the date on which the Wind Project begins Commercial Operation, unless otherwise extended as provided herein. "Commercial Operation" means the date on which Grantee first delivers electrical power for sale from Generating Units located on the Wind Project Property. The Initial Term shall be automatically extended and renewed for two (2) consecutive ten (10) year periods (each an "Extended Term," and collectively, the "Extended Terms") immediately following the expiration of the Initial Term or then-current Extended Term, as appropriate, unless, not less than one hundred twenty (120) days prior to the expiration of the Initial Term or then-current Extended Term (the first day of such 120 day period being herein called the "Deadline Date") Grantee gives written notice to the Grantor that it has elected not to renew this Participation Agreement. Unless otherwise agreed to in writing by the Parties prior to the Deadline Date, the Extended Term will be on the same terms and conditions in effect during the Initial Term or immediately preceding Extended Term, as appropriate. Notwithstanding the foregoing, in no event will the

Term of this Participation Agreement be longer than the longest period permitted by law. The "Initial Term" and the "Extended Terms" may collectively be referred to herein as the "Term."

5. Grantor's Reserved Rights. Nothing contained in this Participation Agreement shall limit Grantor's right to use Grantor's Property for any residential, recreational and/or commercial use, provided same does not unreasonably interfere with the Wind Project. Grantor may sell, mortgage, assign or convey away all or a part of Grantor's interest in Grantor's Property without consent of Grantee, but any conveyance shall be subject to the terms of this Participation Agreement.

6. Overburdening. Grantor hereby agrees that (i) no use of or improvement to Grantor's Property is permitted by this Participation Agreement and (ii) no apportionment, assignment or granting of a rights thereof shall, separately or in the aggregate, constitute an overburdening of the rights granted herein. Additionally, Grantee will not ingress or egress on, over, upon or under Grantor's Property without mutually agreed consent.

7. Default. If Grantee fails to perform its obligations hereunder (an "Event of Default"), then it shall not be in default hereunder unless it fails to cure such Event of Default within sixty (60) days after receiving written notice from Grantor stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then Grantee shall not be in default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

8. Notices. All notices or other communications required or permitted by this Participation Agreement shall be in writing and shall be deemed given when personally delivered to each Party; or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Grantor:

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

If to Grantee:

Hardin Wind, LLC
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

9. Remedies. If Grantee violates the terms or conditions of this Participation Agreement, Grantor shall be entitled to any remedy available under applicable law or equity, subject to the default provisions contained herein; provided, however, that no such default shall result in a termination of the Participation Agreement. The rights granted hereunder shall not be terminable by Grantor under any circumstances.

10. Covenants Running With The Land. The Parties hereby agree that all of the covenants and agreements contained in this Participation Agreement touch and concern the real estate described in this Participation Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Grantor's Property and Grantor's present or future estate or interest therein and upon each of the Grantor's heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in Grantor's Property (including without limitation, any mortgagee, lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property.

11. Further Acts and Assurances. Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Participation Agreement, including, in the case of Grantor, such additional documents as may be reasonably required by any mortgagees and assignees of Grantee.

12. Entire Agreement. This Participation Agreement and the Supplement to Project Participation Agreement constitute the entire agreement between Grantor and Grantee, and no promises or representations, express or implied, either written or oral, not set forth in this Participation Agreement or the Supplement to Project Participation Agreement will be binding upon or inure to the benefit of Grantor and Grantee. Neither this Participation Agreement nor the Supplement to Project Participation Agreement can be modified by any oral agreement, either express or implied, and all modifications of this Participation Agreement or the Supplement to Project Participation Agreement must be in writing and signed by both Grantor and Grantee.

13. Severability and Parties Bound. The unenforceability, invalidity, or illegality of any provision of this Participation Agreement will not render the other provisions hereof unenforceable, invalid or illegal. This Participation Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, successors and the assigns of the Parties. Upon transfer of Grantor's interest in Grantor's Property, or transfer of the interest of Grantee in this Participation Agreement, the transferring party shall be deemed released from further obligation or liability hereunder as to matters first arising after such transfer.

14. Waiver. The waiver of any covenant, condition, or agreement contained in this Participation Agreement will not vitiate this Participation Agreement or any of its terms, covenants, conditions or provisions. The waiver of the time for performing any act will not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

15. Governing Law. This Participation Agreement is governed by the law of the State of Ohio.

16. Confidentiality. Grantor will not disclose to others (except Grantor's family, legal counsel, prospective mortgage lenders, and financial advisors who recognize and agree to

preserve and maintain the confidentiality of such information) the terms of this Participation Agreement.

17. Counterparts. This Participation Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

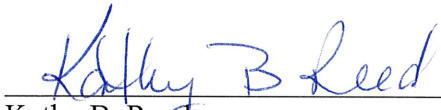
IN WITNESS WHEREOF, the Parties have caused this Participation Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

GRANTOR



Douglas R. Reed

Date: 10-11-16



Kathy B. Reed

Date: 10-11-16

GRANTEE

By: 

Chris Shears
Its: Chief Development Officer

Date: 10/19/16

ACKNOWLEDGMENT

STATE OF Ohio)
) SS.:
COUNTY OF Hardin)

The foregoing instrument was acknowledged before me this 11 day of Oct, 2016 by DOUGLAS R. REED.

Heidi R Perkins
Notary Public



HEIDI R. PERKINS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 8-8-18

STATE OF Ohio)
) SS.:
COUNTY OF Hardin)

The foregoing instrument was acknowledged before me this 11 day of Oct, 2016 by KATHY B. REED.


Heidi R Perkins
Notary Public



HEIDI R. PERKINS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 8-8-18

Commonwealth of Pennsylvania)
) SS.:
County of Allegheny)

On this 19th day of October, 2016, before me, the undersigned, personally appeared, CHRIS SHEARS, 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 executed same in his capacity as Chief Development Officer for Hardin Wind, LLC, and that by his signature on the instrument, the individual acted, executed the instrument.


Notary Public
My Commission Expires: 10/9/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Stephanie M. Ottey, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 9, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Exhibit A

Legal Description of Grantor's Property

The following described tract of land is situated in the State of Ohio, Hardin County, McDonald Township, VMS 12185, VMS 12292, being part of Mary Comelia Tynan, Etal's original 857.58 acre tract and original 281.25 acre tract both described in Deed Volume 206 page 507, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Township Road #190(33') with the centerline of County Road #65;

Thence South 11°30'02" East 2352.80 feet, following the centerline of County Road #65, to a Mag nail found in the north line of VMS 12292 and the north line of said 857.58 acre tract, said Mag nail found marking the *point of beginning*;

Thence North 78°45'34" East 2697.91 feet, following the north line of VMS 12292, the north line of said 857.58 acre tract, the south line of Robert S. and Esther M. Kuaile Trustee's 1.5 acre tract described in Official Record 106, page 248, the south line of E. Kay and Sharon K. Ammons' 52.93 acre tract described in Deed Volume 96, page 193 and the south line of Mary Comelia Tynan Etal's 97.5 acre tract described in Deed Volume 206, page 507, passing at 32.03 feet and 1007.82 feet iron pins found, to an iron pin found at the northeast corner of VMS 12292 and in the west line of Tonda Robinson's (2/3 interest) 62 acre tract II, parcel 1 described in Official Record 420, page 160;

Thence South 11°37'47" East 3484.03 feet, following the east line of VMS 12292 and VMS 12185, the west line of VMS 10302, the east line of said 857.58 acre and 281.25 acre tracts, the west line of said 62 acre tract, the west line of Tonda Robinson's (2/3 interest) 62.5 acre tract II, parcel 2 described in Official Record 420, page 160, the west line of Howard D. Herring, Etux's 10 acre tract II described in Deed Volume 92, page 60, to an iron pin set;

Thence South 79°31'59" West 2053.20 feet, entering said 281.25 acre and 857.58 acre tracts, to an iron pin set;

Thence South 33°45'41" East 1357.51 feet, to an iron pin set;

Thence South 61°44'08" West 787.83 feet, passing at 763.49 feet an iron pin set, to a MAG nail set in the centerline of C.R.#65;

Thence North 31°18'54" West 922.87 feet, following the centerline of County Road #65, to a Mag nail found;

Thence North 29°27'21" West 107.04 feet, continuing along the centerline of County Road #65, to a Mag nail found;

Thence continuing along the centerline of County Road #65 along a curve to the right having a radius of 823.62 feet, an arc length of 252.02 feet and a chord that bears North 20°41'23" West 251.04 feet, to a Mag nail found;

Thence North 11°55'25" West 1934.47 feet continuing along the centerline of County Road #65, to a Mag nail found at the southwest corner of Kevin D. and Gloria Skidmore's 19.620 acre tract described in Official Record 456, page 222;

Thence following the south and east lines of said 19.620 acre tract the following courses:

North 80°52'29" East 195.88 feet, passing at 30.04 feet and 175.64 feet iron pins found, to a point;

North 02°32'28" West 94.23 feet, to a point;

North 31°56'15" East 96.87 feet, to a point;

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North 78°32'33" East 187.31 feet, to a point;

North 24°52'05" East 109.45 feet, to a point;

North 38°29'16" East 330.51 feet, to a point;

North 16°01'05" East 129.60 feet, to a point;

North 16°26'42" West 538.35 feet, to an iron pin found;

Thence South 51°41'01" West 121.96 feet, following the north line of said 19.620 acre tract, to an iron pin found;

Thence South 78°03'40" West 694.73 feet, continuing along the north line of said 19.620 acre tract, passing at 664.73 feet an iron pin found, to a Mag nail found in the centerline of C.R.#65;

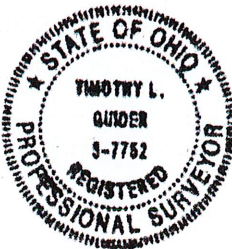
Thence North 11°55'25" West 656.45 feet, following the centerline of County Road #65, to a railroad spike found;

Thence North 11°30'02" West 87.31 feet, continuing along the centerline of County Road #65, to the point of beginning, containing **222.402 acres**, more or less, 198.773 acres in VMS 12292 and said 867.58 acre tract and 23.629 acres in VMS 12185 and said 281.25 acre tract. Subject to all valid easements and restrictions of record.

I, Timothy L. Guider, hereby certify that this description was prepared from an actual field survey made by me during the month of November 2008 and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of Bearing: Northwest line of VMS 12185 from VMS Surveys book, page 138, S33°30'W.

Timothy L. Guider

Timothy L. Guider R.S. #7752
Guider Surveying, Inc.
19550 Delaware County Line Road
Marysville, Ohio 43040
(740)666-8902



Date: 11/13/08
Job #: 08001-222.402

PARCEL NO. 45-3300054006

Real Estate Transfer Tax and all applicable
taxes of \$19,202 Complied with O.R.C.

_____ has been paid.
874.20 Exempt (A)
12-19-08 Number 666
Richard E. Bacon, Hardin County Auditor

Description Checked
Hardin Co. Engineer
T.S.

Lying in Virginia Military Surveys 12292 and 12185, McDonald Township, Hardin County, Ohio.

Being out of the Douglas R. Reed and Kathy B. Reed 222.402 acre tract as deeded and described in Official Record 481, Page 1120 of the Hardin County Records of Deeds and being more particularly described as follows:

Commencing at a 5/8 inch iron rod found at the intersections of Township Road 190 and County Highway 65 (60 feet wide).

THENCE, with the center-line of County Highway 65 the following two courses:

S 00°-00'-30"W, a distance of 2440.03 feet to a railroad spike found.

S 00°-24'-48"E, a distance of 3291.71 feet to a MAG nail set at the TRUE POINT OF BEGINNING.

THENCE, N 65°-21'-29"E, a distance of 1447.56 feet to a 5/8 inch iron rod found, passing a 5/8 inch iron rod found at 32.88 feet.

THENCE, S 89°-16'-42"E, a distance of 701.37 feet to a 5/8 inch iron rod found.

THENCE, S 00°-03'-49"E, a distance of 276.43 feet to a 5/8 inch iron rod found.

THENCE, S 63°-57'-41"W, a distance of 931.22 feet to a 5/8 inch iron rod found.

THENCE, with the north line of the Patrick K. Tynan 158.187 acre tract (O.R. 481, Pg. 1505), N 88°-57'-31"W, a distance of 552.21 feet to a 5/8 inch iron rod found.

THENCE, N 89°-33'-02"W, a distance of 628.01 feet to a MAG nail set, passing a stone found at 476.64 feet and a 5/8 inch iron rod set at 598.01.

THENCE, with the center-line of County Highway 65, N 00°-24'-48"W, a distance of 75.53 feet to the point of beginning.

Containing 18.785 acres of which 0.057 acre is within the highway right-of-way.

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

The basis for bearings is center-line of County Highway 65, being S 00°-00'-30"W, and all other bearings are from angles and distances measured in a field survey by Lee Surveying and Mapping Co., Inc. on August 9, 2011.

This description prepared by William K. Bruce, Professional Surveyor 7437, on August 9, 2011.