

Instrument  
201200000186201200000186  
Filed for Record in  
PAULDING COUNTY, OHIO  
CAROL E TEMPLE, COUNTY RECORDER  
01-20-2012 At 02:59 PM.  
ASSIGNMENT 80.00  
OR Volume 549 Page 1038 - 1045

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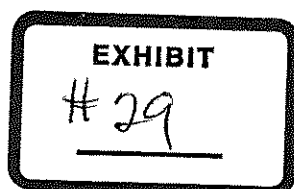
## ASSIGNMENT AND ASSUMPTION OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS (this "*Assignment*"), executed effective as of April 1, 2010 (the "*Effective Date*"), by and between James Henriott, Kathleen Cadwallader and Tony Zartman Trustees of the Dallas Lamb Foundation ("*Assignor*") in Transfer On Death Deed (copy attached), and Ohio Decorative Products, Inc. ("*Assignee*").

### RECITALS

A. James Henriott, Kathleen Cadwallader and Tony Zartman Trustees of the Dallas Lamb Foundation, are a party to that certain Wind Energy Lease and Agreement with Grant of Easements dated October 8, 2010, by and between James Henriott, Kathleen Cadwallader and Tony Zartman Trustees of the Dallas Lamb Foundation, as Landowners, and Paulding Wind Farm II LLC, a Delaware limited liability company, as Company, a memorandum of which was recorded on November 18, 2010, as Document No. 201000003263 in OR Volume 541 at Page 2249-2260 in the Office of the County Recorder of Paulding County, Ohio (together, the "*Lease Agreement*") that encumbers the property more particularly described on Exhibit A attached hereto and made a part hereof (the "*Property*").

Indexed



B. As of the date hereof, Assignor is selling, and Assignee is purchasing, Assignors' right, title and interest in and to the Property by warranty deed subject to matters of record including, without limitation, the Lease Agreement (the "Purchase and Sale").

C. Concurrently with the Purchase and Sale, Assignor desires to assign to Assignee Assignors' right, title and interest in and to the Lease Agreement, and Assignee desires to assume Assignor's rights, title and interest in and to the Lease Agreement.

#### ASSIGNMENT AND ASSUMPTION

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, transfers, conveys and assigns unto Assignee Assignor's right, title and interest in and to the Lease Agreement and all of the duties, obligations and liabilities of Assignor thereunder, and Assignee hereby assumes the Assignor's right, title and interest in and to the Lease Agreement and all of the duties, obligations and liabilities of Assignor thereunder, but only to the extent that the same relate to any event or period of time on or after the date hereof.


The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assignees. Each party hereto shall, from time to time, execute such other documents and agreements, and provide such certificates, as the other party may reasonably request to carry out and fulfill the transactions, and permit the exercise of such rights and obligations, as are contemplated hereunder. This Assignment shall be construed and enforced in accordance with the internal laws of the State of Ohio and any applicable laws of the United States of America.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

EXECUTED effective as of the date first written above.

ASSIGNOR:

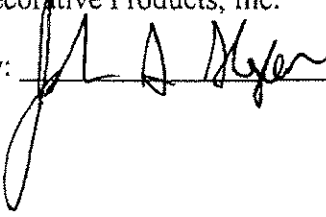
The Dallas Lamp Foundation:

 TRUSTEE  
James Henriott, Trustee

ASSIGNEE:

oh's

Decorative Products, Inc.

By:  Sec'y / Treas.

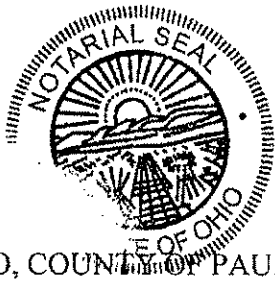
Kathleen Cadwallader, Trustee  
Kathleen Cadwallader, Trustee

Tony Zartman  
Tony Zartman, Trustee

## ACKNOWLEDGEMENTS

STATE OF OHIO, COUNTY OF PAULDING; SS:

The foregoing instrument was acknowledged before me this 22nd day of December, 2011 by James Henriott, Trustee of the Dallas Lamb Foundation.



Amber M. Lucas  
Notary Public, State of Ohio  
Commission: 11/18/13  
Printed Name: Amber M. Lucas

STATE OF OHIO, COUNTY OF PAULDING; SS:

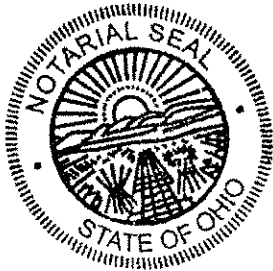
The foregoing instrument was acknowledged before me this 22nd day of December, 2011 by Kathleen Cadwallader, Trustee of the Dallas Lamb Foundation.



Amber M. Lucas  
Notary Public, State of Ohio  
Commission: 11/18/13  
Printed Name: Amber M. Lucas

STATE OF OHIO, COUNTY OF PAULDING; SS:

The foregoing instrument was acknowledged before me this 23rd day of December, 2011 by Tony Zartman, Trustee of the Dallas Lamb Foundation.



Amber M. Lucas  
Notary Public, State of Ohio  
Commission: 11/18/13  
Printed Name: Amber M. Lucas

STATE OF OHIO, COUNTY OF Allen; SS:

The foregoing instrument was acknowledged before me this 3rd day of January, 2012,  
by John Stepleton of Decorative Products, Inc.



NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES...

Shirley Mueller

Notary Public, State of Ohio

Commission: 2/27/13

Printed Name: Shirley Mueller

Prepared By: Joseph R. Burkard, Esq. Cook, Troth, Burkard & Gorrell, Ltd.  
112 N. Water St., Paulding, Ohio 45879

Being a part of the Northeast and Northwest quarters (1/4) of Section 34, Town 2 North, Range 1 East, Harrison Township, Paulding County, Ohio and which is more particularly described as follows:

Beginning at an iron pin found at the Northeast corner of the Northeast quarter (1/4) of Section 34;

Thence South  $0^{\circ}28'09''$  East, (assumed bearing for the purpose of this description), on the East line of the Northeast quarter (1/4) of Section 34, five hundred eight and twenty-one hundredths (508.21) feet to a mag nail found;

Thence South  $89^{\circ}56'44''$  West, thirty and zero hundredths (30.00) feet to an iron pin found;

Thence continuing South  $89^{\circ}56'44''$  West, two hundred eighty-two and zero hundredths (282.00) feet to an iron pin found;

Thence South  $0^{\circ}28'09''$  East, two hundred ten and zero hundredths (210.00) feet to an iron pin found;

Thence South  $89^{\circ}56'44''$  West, four hundred eighteen and zero hundredths (418.00) feet to an iron pin and cap set;

South  $0^{\circ}28'09''$  East, one thousand two hundred sixty-nine and eighty-three hundredths (1269.83) feet to an iron pin and cap set;

Thence South  $89^{\circ}56'44''$  West, one thousand nine hundred twenty-eight and forty-nine hundredths (1928.49) feet to an iron pipe found on the East line of the Northwest Quarter (1/4) of Section 34;

Thence South  $0^{\circ}14'57''$  East, on the East line of the Northwest quarter (1/4) of Section 34, six hundred sixty-one and twenty hundredths (661.20) feet to a cornerstone found at the Southeast corner of the Northwest quarter (1/4) of Section 34.

Thence North  $89^{\circ}56'44''$  West, on the South line of the Northwest quarter (1/4) of Section 34, one thousand three hundred twenty-five and thirty hundredths (1325.30) feet to an iron pin found at the Southwest corner of the East half (1/2) of the Northwest quarter (1/4) of Section 34;

Thence North  $0^{\circ}23'48''$  West, on the West line of the East half (1/2) of the Northwest quarter (1/4) of Section 34, two thousand six hundred eighteen and forty-four hundredths (2618.44) feet to an iron pin and cap set;

Thence continuing North  $0^{\circ}23'48''$  West, on the aforesaid line, thirty and zero hundredths (30.00) feet to a mag nail set on the North line of the Northwest quarter (1/4) of Section 34;

Thence South  $89^{\circ}31'00''$  East, on the North line of the Northwest quarter (1/4) of Section 34, one thousand three hundred twenty-seven and ninety-four hundredths (1327.94) feet to an iron pin found at the Northeast corner of the Northwest quarter (1/4) of Section 34;

Thence North  $89^{\circ}42'50''$  East, on the North line of the Northeast quarter (1/4) of Section of 34, two thousand six hundred fifty-five and eleven hundredths (2655.11) feet to the point of beginning. Containing 178.673 acres of land more or less. Subject to all legal highways, easements, zoning regulations of record.

This description is based on a field survey by Douglas W. Eis, Registered Surveyor No. 7758.

124D172

34400

Rev \$1.00

RIGHT OF WAY

For and in consideration of ONE DOLLAR to \_\_\_\_\_ in hand paid, receipt of which is hereby acknowledged, and the further consideration of fifty cents per lineal rod, to be paid when the grant hereinafter provided shall be

used or occupied Dallas T. Lamb, single, Adah F. Lamb, single, Clara M. Stimmel and  
James G. Stimmel wife and husband, and Lula B. High and Merle R. High, wife and  
husband

Leslie Notary Public  
Ohio Seal

Michigan Gas Transmission Corporation  
hereinafter called the Grantor(s) do \_\_\_\_\_ hereby grant to \_\_\_\_\_ (hereinafter called  
the Grantee), its grantees, successors and assigns the right to lay, maintain, operate, repair, replace, change the

size of, and remove a pipe line, together with valves and other necessary appurtenances, on a certain 200

acre tract of land, situate in Section No. 34, Twp. No. 2N, Range No. 1E, in

Harrison Township, Paulding County, and State of Ohio, bounded as follows:

On the North by lands of Ella T. Fast and S. D. Griawold

On the East by lands of H. and C. Lamb, Ross Long and Elsworth Stilwell

On the South by lands of Village of Payne, Elsworth Stilwell and B. Bailey et al

On the West by lands of Nancy C. Bailey

With the right of ingress and egress to and from the same; the said Grantor(s) to fully use and enjoy the  
said premises, except for the purpose hereinbefore granted to the said Grantee. Said pipe to be buried so as not to  
interfere with the cultivation of the land, and said Grantee to pay any damages which may arise to crops and fences  
from the laying, maintaining, repairing, replacing, operating and final removing of said pipe line; said damages, if  
not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be ap-  
pointed by the said Grantor(s), one to be appointed by the said Grantee, and the third to be chosen by the two so  
appointed, and the award of such three persons shall be final and conclusive. And the said Grantee, its grantees,  
successors and assigns, is hereby further granted the right and any time to lay, maintain, operate, repair, replace  
and remove a second line of pipe alongside of the first line as herein provided, upon the payment of a like consider-  
ation, and subject to the same conditions.

It is agreed that, after said line is constructed as herein provided, and during the time it is used for the trans-  
portation of gas through the premises, arrangements will be made whereby the Grantors, their grantees, heirs or  
assigns, shall have the right to purchase gas through one tap therefrom on said tract, for use on the tract above  
described. It is understood and agreed that said pipe line is a transportation line and not a distribution line and  
that whenever said Grantee, its grantees, successors or assigns, shall temporarily cease to use, remove or abandon  
said line, the Grantors right to purchase gas therefrom shall cease to terminate.

Payment of all moneys falling due hereunder may be made to Grantors according to their interest

in currency, or by check made payable the order of the same and mailed to

them at Payne, Ohio

In Witness Whereof, the said Grantor(s) have hereunto set their hand this 24th day of

March, A. D. 1936.

Signed and acknowledged  
in the presence of:

E. B. Estes

David N. Frost

Dallas T. Lamb

Adah F. Lamb

Clara M. Stimmel

Lula B. High

Merle R. High

The State of Ohio, Paulding County, ss.

Personally appeared before me, a Notary Public in and for said County, Dallas T. Lamb

and Adah F. Lamb who acknowledged the signing of the foregoing instrument to be their  
voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal, this 24th day

of March, A. D. 1936.

Com ex Jan 17- 1936  
(Notarial Seal Paulding County Ohio)

David N. Frost  
David N. Frost, Notary Public

THE STATE OF OHIO, PAULDING COUNTY, SS:

Personally appeared before me, a Notary Public in and for said County Clara M. Stimmel  
and James G. Stimmel who acknowledged the signing of the foregoing instrument to be their  
voluntary act and deed for the uses and purposes therein mentioned,

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, this 24th  
day of March A. D. 1936,

Com ex Jan 17- 1936  
(Notarial Seal Paulding County Ohio)

David N. Frost  
David N. Frost, Notary Public

Transfer not necessary; Filed April 15, 1936 at 2:00 P. M; recorded April 17, 1936.  
Recorders Fee \$1.15 ✓ Barbara D. Anglin, Recorder Paulding County, Ohio.

EXHIBIT

#30

## FORM FOR PRODUCING PROPERTIES

FOR AND IN CONSIDERATION of the sum of Twenty five Dollars to me duly paid, the receipt of which is hereby acknowledged I, Thomas Lamb Payne, Ohio do hereby grant and lease unto The Buckeye Pipe Line Company, its successors and assigns a right of way over and through my lands in Section 34 & 35 Township of Harrison County of Paulding, and State of Ohio, bounded and described as follows:

Being 200 acres, more or less of the North  $\frac{1}{4}$  of Section 34; also 20 acres, more or less of the N.W.  $\frac{1}{4}$  Sec 35, twp. & county aforesaid

for the purpose of constructing, from time to time, and maintaining and operating, one or more lines of pipe for the transportation of petroleum, with free ingress and egress to construct, operate, maintain and, from time to time alter, repair and remove the same.

The grantor herein reserves the right to fully use and enjoy said premises except for the purposes hereinbefore granted, and the grantee hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pipe; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, his heirs or assigns; one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons or any two of them, shall be final and conclusive.

Should more than one pipe line be laid under this grant, the same consideration shall be paid for each additional line so laid in addition to the damages as above provided. The said The Buckeye Pipe Line Company shall have the right to change the size of its pipe lines, the damages, if any, to crops and fences in making such changes to be paid by the said The Buckeye Pipe Line Company.

The right of way hereby granted is intended to be and is for any and all lines that it may be necessary to lay to take care of any present or future production on said property and also of that on adjoining properties, it being understood that for all lines to take care of production on said adjoining lands ten cents per rod shall be paid.

All lines to be buried so as not to interfere with the cultivation of the soil.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2 day of February A.D. 1925

Thomas Lamb (L.S.)

Signed, Sealed and Delivered in presence of

G.G.Roberts  
Geo.B.Brown

AUDITED

C.O.BELL.

STATE OF OHIO COUNTY OF PAULDING SS

On this 2nd day of February A.D. 1925 before me, a Notary Public personally appeared Thomas Lamb the grantor above named, and acknowledged the above instruments as his free act and deed for the uses and purposes therein mentioned, and declared that he is still satisfied therewith. *Witness my hand and official seal.*

Geo.B.Brown Notary Public

(Notarial Seal Paulding County, Ohio.)

Filed April 27 1925 at 9:05 A.M.

Recorded April 27 1925.

*May 9 1925*  
Recorder Paulding County, Ohio.

EXHIBIT

#31

42221

Signed, Sealed and Delivered in presence of

C.F. McCrum  
Geo. B. Brown

A.M. Bailey (L.S.)

STATE OF OHIO {  
COUNTY OF PAULDING { S.S.

On this 27th day of October A.D. 1924 before me a Notary Public personally appeared A.M. Bailey the grantor above named, and acknowledged the above instruments as his free act and deed for the uses and purposes therein mentioned, and declared that he is still satisfied therewith.

Witness my hand and official seal.

Geo. B. Brown Notary Public

(Notarial Seal Paulding County, Ohio.)

AUDITED C.O. BELL.

Filed March, 5 1925 at 10:00 A.M.

Recorded March 5 1925.

May J. Bybee Recorder Paulding County, Ohio.

FORM FOR PRODUCING PROPERTIES

RECORDED & FEES \$1.00 ✓

FOR AND IN CONSIDERATION of the sum of Ten Dollars to me duly paid, the receipt of which is hereby acknowledged Thomas Lamb Payne, Ohio, do hereby grant and lease unto The Buckeye Pipe Line Company, its successors and assigns, a right of way over and through my lands in Section 34, Township of Harrison County of Paulding and State of Ohio, bounded and described as follows:

Being 200 acres more or less in N $\frac{1}{2}$  Sec 34 and 80 a. more or less in NW $\frac{1}{4}$  of Section 35

for the purpose of constructing, from time to time, and maintaining and operating, one or more lines of pipe for the transportation of petroleum, with free ingress and egress to construct, operate, maintain and from time to time, alter, repair and remove the same.

The grantor herein reserves the right to fully use and enjoy said premises except for the purposes hereinbefore granted and the grantee hereby agrees to pay any damages which may arise to crops or fences from the laying, maintaining, operating or removing of said pipe; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor his heirs or assigns; one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them shall be final and conclusive.

Should more than one pipe line be laid under this grant, the same consideration shall be paid for each additional line so laid in addition to the damages as above provided. The said The Buckeye Pipe Line Company shall have the right to change the size of its pipe lines, the damages, if any, to crops and fences in making such changes to be paid by the said The Buckeye Pipe Line Company.

The right of way hereby granted is intended to be and is for any and all lines that it may be necessary to lay to take care of any present or future production on said properties, it being understood that for all lines to take care of production on said adjoining property and also of that on adjoining lands, 10¢ cents per rod shall be paid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of Oct. A.D. 1924.

Signed, Sealed and Delivered in presence of

C.F. McCrum  
Geo. B. Brown

Thomas Lamb (L.S.)

STATE OF OHIO {  
COUNTY OF PAULDING { S.S.

EXHIBIT

#32



4222

On this 27th day of October A.D. 1924 before me, a Notary Public, personally appeared Thomas Lamb the grantor above named, and acknowledged the above instruments, as his free act and deed for the uses and purposes therein mentioned, and declared that he is still satisfied therewith.

Witness my hand and official seal.

Geo.B.Brown Notary Public.

(Notarial Seal Paulding County, Ohio.)

AUDITED C.O.BELL.

Filed March 5 1925 at 10:00 A.M.

Recorded March 5 1925.

May J. Byrnes Recorder Paulding County, Ohio.

FORM FOR PRODUCING PROPERTIES

FOR AND IN CONSIDERATION of the sum of Ten and 80/100 Dollars to me duly paid, the receipt of which is hereby acknowledged W.H.Patterson Melrose Ohio do hereby grant and lease unto The Buckeye Pipe Line Company, its successors and assigns, a right of way over and through my lands in Section 30, Township of Brown County of Paulding, and State of Ohio, bounded and described as follows:

Being the S $\frac{1}{2}$  of SE $\frac{1}{4}$  Sec 30 Twp & county aforesaid for the purpose of constructing from time to time and maintaining and operating, one or more lines of pipe for the transportation of petroleum, with free ingress and egress to construct, operate, maintain and, from time to time, alter, repair and remove the same.

The grantor herein reserve the right to fully use and enjoy said premises except for the purposes hereinbefore granted, and the grantee hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pipe; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor heirs or assigns; one by the said grantee, its successors or assigns, and the third by the two so appointed as aforesaid and the award of such three persons, or any two of them shall be final and conclusive.

Should more than one pipe line be laid under this grant, the same consideration shall be paid for each additional line so laid in addition to the damages as above provided. The said The Buckeye Pipe Line Company shall have the right to change the size of its pipe lines, the damages, if any, to crops and fences in making such changes to be paid by the said The Buckeye Pipe Line Company.

The right of way hereby granted is intended to be and is for any and all lines that it may be necessary to lay to take care of any present or future production on said property and also of that on adjoining properties, it being understood that for all lines to take care of production on said adjoining lands, 10¢ cents per rod shall be paid.

IN WITNESS WHEREOF, have hereunto set my hand and seal this 20th day of Oct, A.D. 1924.

Signed, Sealed and Delivered in presence of

E.H. Palmer  
C.F. McGrum

W.H. Patterson (L.S.)

State of Ohio ( )  
County of Paulding ( ) s.s.

On this 20th day of October A.D. 1924 before me, a Mayor of Melrose personally appeared W.H. Patterson the grantor above named, and acknowledged the above instruments as his free act and deed for the uses and purposes therein mentioned, and declared that he is still satisfied therewith.

Witness my hand and official seal.

(Returned in Vol. 137-447 of Paulding County)

In consideration of the sum of One and no/100 Dollars receipt whereof is hereby acknowledged, Fred Wahl hereby grants unto The North Western Ohio Light Company, its successors and assigns, the right to erect and maintain poles, cross arms and wires on, across and over the following described real estate, situated in Paulding County, Ohio, to-wit:

Section 26 N half, of N.W. Quarter Section 23 S.W. of S.W.

Right to trim trees. for the purpose of conducting electricity.

Witness, My hand, this 14 day of October 1916

Filed October 12th 1917 at 2.30 P.M.

Fred Wahl,

Recorded October 13th 1917.

E. H. Ream

Recorder Paulding County, Ohio.

Van Wert, Ohio (10)

In consideration of the sum of One and no/100 Dollars receipt whereof is hereby acknowledged, Thomas Lamb hereby grants unto The North Western Ohio Light Company, its successors and assigns, Paulding County, Ohio, to-wit:

Section 35 N.W. Corner & N.E. corner Section 34 the right to erect and maintain two poles and to guy wire and anchor rods, for the purpose of conducting electricity.

Witness, My hand, this 14 day of October 1916.

Filed October 12th 1917 at 2.30. P.M.

Thomas Lamb.

Recorded October 13th 1917.

E. H. Ream

Recorder Paulding County, Ohio.

Van Wert. Ohio

(11)

In consideration of the sum of One and no/100 Dollars receipt whereof is hereby acknowledged, A. Heck, hereby grants unto The North Western Ohio Light Company, its successors and assigns, the right to erect and maintain poles, cross arms on, across and over the following described real estate, situated in Paulding County, Ohio, to-wit:

S  $\frac{1}{2}$  W  $\frac{1}{2}$  south west quarter of Section 26. Right to trim trees for the purpose of conducting electricity.

Witness, My hand, this 14 day of October 1916.

Filed October 12th 1917 at .2.30. P.M.

Adolph Heck

Recorded October 13th 1917.

E. H. Ream

Recorder Paulding County, Ohio.

Van Wert. Ohio (12)

In consideration of the sum of One and no/100 Dollars receipt whereof is hereby acknowledged, W.D. Olwin hereby grants unto The North Western Ohio Light Company, its successors and assigns, the right to erect and maintain poles, cross arms and wires on, across and over the following described real estate, situated in Paulding County, Ohio, to-wit:

Right to trim trees under supervision of owner Section 14, North half of south west quarter. No poles to interfere with drive ways, for the purpose of conducting electricity.

Witness, My hand, this 14 day of October 1916.

Filed October 12th 1917 at .2.30. P.M.

W.D. Olwin

Recorded October 13th 1917

E. H. Ream

Recorder Paulding County, Ohio.

EXHIBIT

#33

LEASE.

IN CONSIDERATION OF THE SUM OF One Dollars the receipt of which is hereby acknowledged Thomas Lamb and Malinda Lamb first parties, hereby grant unto Aetna Drilling Company, of Newark, Ohio second party, his successors and assigns all the oil and gas in and under the following described premises, together with the right to enter thereon at all times for the purpose of drilling and operating for oil, gas or water, and to erect and maintain all buildings and structures, including surface rods to and from adjoining farms, and lay all pipes necessary for the production and transportation of oil, gas or water in and from premises. Excepting and reserving, however, to the first party the one-sixth part of all oil produced and saved from said premises, to be delivered in the pipe line with which second party may connect his wells, namely, All that certain lot of land situated in the township of Harrison, County of Paulding in the State of Ohio, bounded and described as follows, to-wit:

The North half of the Northeast quarter; The North half of the South half of the Northeast quarter and the East half of the Northwest quarter of Section 34 and Eighty acres in the Northwest quarter of Section 35; all in township two North of Range One East, containing 280 acres, more or less.

To have and to hold the above premises on the following conditions: If only gas is found, second party agrees to pay One Hundred Dollars each year for the product of each well while the same is being marketed off the premises, and first party to have gas free of cost to heat two stoves in dwelling house during the same time.

Whenever first party shall request it, second party shall bury all oil and gas lines, and pay all damage to growing crops, by reason of burying and removing said pipe lines.

No well shall be drilled nearer than two hundred feet to the house or barn on said premises without consent of first party, and no well shall occupy more than one acre.

In case no well is started within Two months from this date, then this grant shall become null and void, unless work should be retarded by strikes or other unavoidable circumstances.

The second party shall have the right to use sufficient gas, oil or water to run all necessary machinery for operating said wells, and also the right to remove all his property at any time.

It is hereby agreed that this contract of lease shall be deposited in The Payne State Bank, of Payne, Ohio; held in escrow by said bank and delivered to lessee when lessee has tools on the ground ready for drilling.

It is understood between the parties to this agreement that all conditions between the parties hereunto shall extend to their heirs, executors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 15th day of April A.D. 1934.

Signed, sealed and delivered in the presence of  
Dallas Lamb  
Geo. B. Brown

his  
Thomas x Lamb Seal  
mark  
Malinda Lamb Seal

STATE OF OHIO, COUNTY OF PAULDING.

On this 16 day of April A.D. 1934, before me, the subscriber, a J.P. in and for said county, personally appeared Thomas Lamb and Malinda Lamb to me known to be the

EXHIBIT

#34



DEED OF EASEMENT- Form No. 2-c-Ohio  
Name and Address  
Mr. Dallat Lamb et al.  
Payne, Ohio.

East. No. 3  
Map No. 1069  
Drawing No. 7-633A  
L. O. 7159 RL

THIS INDENTURE, Made this 18th day of May 1935 by and between Mrs. Lulu High, Merle R. High, her husband, Ada Lamb, unmarried, Dallas Lamb, unmarried, Mrs Clara Stimmel, J. Y. Stimmel, her husband of the County of Paulding, in the State of Ohio, parties of the first part, and The Ohio Power Company, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

WITNESSETH; That for and in consideration of the sum of \_\_\_\_\_ Dollars in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby, grant, bargain, sell, convey and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Harrison Township, in the County of Paulding in the State of Ohio, and part of Section No 34 Township No 2N and Range Nole and Bounded; On the North by lands of Julia Barbier & Ella T. Fast On the East by lands of Rosa Long & Harrr. T. & Collie Lamb On the South by the lands Bertha I. Bailey, et al. Ellsworth Stillwell & the Village of Payne Ohio On the West by the lands of Nancy E. Bailey

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poled, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through, or over the above described premises, to cut and remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said The Ohio Power Company, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of \$1.00 for each pole erected along the public highway on said lands, hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock of the premises herein described, caused by the construction, operation and maintenance of said line. All claims for damages caused in the operation and maintenance of said lines shall be made at or mailed to the office of the Grantee at Twenty one South First Street, Newark, Ohio, or mail to P. O. Box 911 Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Limber Rules, at the market price in vicinity, and this indenture contains all agreements expressed or implied, between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed and acknowledged in the presence of:

W. W. Brown  
H. H. Vanhorn

Mrs. Lulu High  
Ada Lamb  
Dallas Lamb  
Mrs Clara Stimmel  
J. F. Stimmel  
Merle R. High

THE STATE OF OHIO, PAULDING COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Ada Lamb and Dallas Lamb who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 18th day of May, A. D. 1935.

W. W. Brown Notary Public  
W. W. Brown My commission expires

Sept. 10, 1937, ( Notarial Seal Paulding County Ohio.)

THE STATE OF OHIO, PAULDING COUNTY, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Lulu High and Merle R. High who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 18th day of May, A. D. 1935.

W. W. Brown, Notary Public  
My commission expires Sept. 10, 1935. ( Notarial Seal Paulding County Ohio) W. W. Brown

THE STATE OF OHIO, PAULDING COUNTY, SS:

BE fore me, a Notary Public in and for said County, personally appeared the above named Mrs Clara Stimmel and J. Y. Stimmel who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 18th day of May, A. D. 1935.

W. W. Brown Notary Public  
W. W. Brown My commission expires

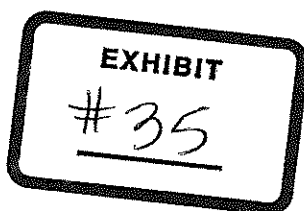
Sept. 10, 1935. ( Notarial Seal Paulding County Ohio )

Filed June 14, 1935 at 11:00 P. M.

Recorded June 14, 1935.

*Cornelia Dangler* Recorder, Paulding County Ohio.

RECORDER'S FEES \$25



002529

201000002529  
 Filed for Record in  
 PAULDING COUNTY, OHIO  
 CAROL E TEMPLE, COUNTY RECORDER  
 09-21-2010 At 01:50 pm.  
 LEASE 108.00  
 OR Volume 540 Page 1451 - 1462

**AFTER RECORDED MAIL TO:**

Paulding Wind Farm II LLC  
 808 Travis, Suite 700  
 Houston, Texas 77002  
 Attn: General Counsel

**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT  
 WITH GRANT OF EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS (this "Memorandum"), is made and entered into as of August 19, 2010 (the "Effective Date"), between Robin Ann Stockberger, Katherine S. Thompson, aka Katherine Ruth Stockberger, aka Katherine S. Aichele, aka Katherine S. Ivan, John Jacob Stockberger, III, William Brady Stockberger and James Leslie Stockberger ("Landowner") and Paulding Wind Farm II LLC, a Delaware limited liability company ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party."

**RECITALS**

A. Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement with Grant of Easements dated August, 2010 (the "Lease") which affects and burdens the land described in Exhibit A, attached hereto and made a part hereof (the "Property").

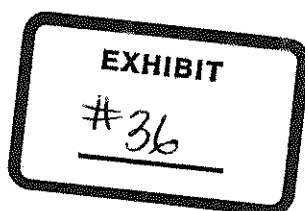
B. Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in,

Stockberger, Robin Ann et al (2) - Paulding II Memorandum of Lease FINAL 030310 rev 061410

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Indexed



on, over, across and under the Property and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

C. Wind Company, its successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Wind Company shall have possession of the Property and Wind Company, Sublessees and their respective contractors and authorized licensees and invitees may use the Property for the benefit of one or more Projects for the following purposes (collectively, "Operations"):

2.1 Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2 Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (a) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including underground distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings,

foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (d) one or more anemometers, meteorological towers, wind monitoring devices, foundations, multiple guy wires, braces, wind measurement equipment, a remote power system and related facilities (collectively, "Meteorological Towers"); (e) roads and erosion control facilities; (f) signs; (g) fences and other safety and protection facilities; and (h) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, (including but not limited to turning radius from public roads, if necessary), as Wind Company or anyone else may construct from time to time (collectively, "Access Rights");

2.5 Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

2.6 Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under the Lease as set forth elsewhere therein.

### 3. Easements.

3.1 In addition to the lease of the Property, Landowner hereby grants and conveys to Wind Company the following easements over the Property for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements" and individually, an "Easement");

3.1.1 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property.

3.1.2 An exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback.



3.1.3 A non-exclusive easement for the Access Rights ("Access Easement").

3.1.4 A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property.

3.1.5 An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement.

3.1.6 A seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Property underground at least forty-eight (48) inches below the surface (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (collectively, the "Distribution System").

3.1.7 A non-exclusive "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified and located as shown on Exhibit B to the Lease. The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each turbine site, one and one-half (1 1/2) acres at each Meteorological Tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (a) on either side of all buried cable and (b) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with

installation or removal of the nacelle or rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company, to the extent reasonably possible, shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, each Easement shall be co-terminus with the Term of the Lease ("Easement Term"). Upon the expiration or earlier termination of the Lease, Wind Company shall have the option to extend ("Easement Extension Option") the Easement Term for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility exists on any of the Wind Project Property, including replacements thereof, unless earlier terminated in writing by Wind Company ("Extended Easement Term"), and provided that Wind Company pays Landowner an amount, as calculated in the Lease, in consideration for the Extended Easement Term.

3.3 To the extent that Landowner holds any access, utility, transmission, or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements"), that are or could be used for the benefit of the Project, then the same are hereby included in the Lease, and Wind Company shall be entitled to make full use thereof, but only to the extent Landowner has the right to grant such rights to Wind Company.

3.4 Upon the request of Wind Company at any time and from time to time during the Term of the Lease, Landowner shall deliver to Wind Company, without additional compensation, duly executed and in recordable form, (a) stand-alone easements of one or more of the Easements and (b) a subeasement of any Landowner Easement requested by Wind Company or a Sublessee, to the extent Landowner has the right to grant same under said Landowner Easement.

3.5 With respect to each Easement granted hereunder, (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent any of the provisions of the Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is

extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.

4. Term.

4.1 Development Term. The Lease shall initially be for a term of five (5) years (the "Initial Development Term") commencing on the Effective Date. Wind Company shall have the option ("Extended Development Term Option") to extend the Initial Development Term for a period of up to two (2) years (the "Extended Development Term"), upon the terms and conditions set forth in the Lease.

4.2. Extended Term. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of the Lease for one period of thirty (30) years, plus two additional periods of ten (10) years each (each, an "Extended Term").

5. Other Provisions. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any improvements installed by Wind Company on the Property, and Wind Company may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Ohio, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.


8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or

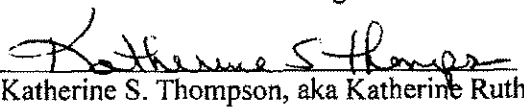
interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Project Property. To the extent that any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

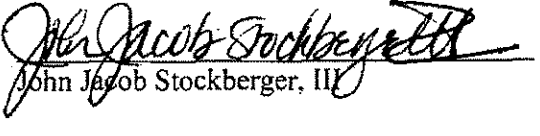
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.


[SIGNATURES ON NEXT PAGE]

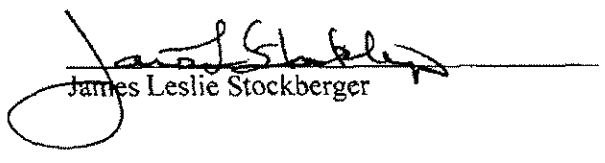
IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LANDOWNER:   
Robin Ann Stockberger

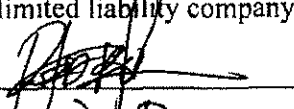
  
Katherine S. Thompson, aka Katherine Ruth  
Stockberger, aka Katherine S.  
Aichele, aka Katherine S. Ivan

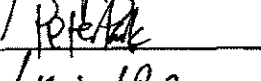
  
John Jacob Stockberger, III


  
William Brady Stockberger

  
James Leslie Stockberger

WIND COMPANY: Paulding Wind Farm II LLC,  
a Delaware limited liability company

By: 

Name: 

Title: 

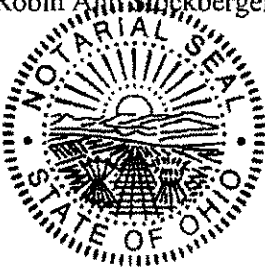
AT

ACKNOWLEDGEMENTS  
FOR LANDOWNER

State of OH

Paulding, County, ss:

The foregoing instrument was acknowledged before me this 3 day of August, 2010 by Robin Ann Stockberger.



LINDA E. KENNEDY  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Paulding County  
My Comm. Exp. 5/24/15

Linda E. Kennedy  
Notary Public



DAVID L. SCHNEPP, Notary Public  
Allen County, State of Indiana  
My Commission Expires September 11, 2014

State of INDIANA

ALLEN, County, ss:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JULY, 2010 by Katherine S. Thompson, aka Katherine Ruth Stockberger, aka Katherine S. Aichele, aka Katherine S. Ivan.

David L. Schnepf  
Notary Public



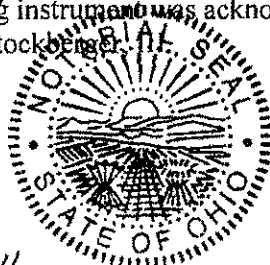
DAVID L. SCHNEPP, Notary Public  
Allen County, State of Indiana  
My Commission Expires September 11, 2014

RT

State of OH

Paulding County, ss:

The foregoing instrument was acknowledged before me this 6 day of August, 2010 by John Jacob Stockberger.



LINDA E. KENNEDY

NOTARY PUBLIC

STATE OF OHIO

Recorded in

Paulding County Notary Public

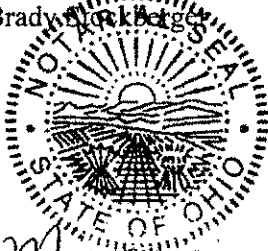
My Comm. Exp. 5/24/15

Linda E. Kennedy

State of OH

Paulding County, ss:

The foregoing instrument was acknowledged before me this 3 day of August, 2010 by William Brady Stockberger.



LINDA E. KENNEDY

NOTARY PUBLIC

STATE OF OHIO

Recorded in

Paulding County Notary Public

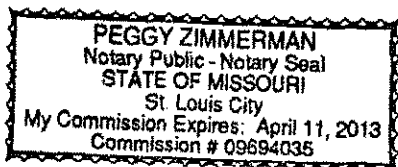
My Comm. Exp. 5/24/15

Linda E. Kennedy

State of Missouri

St. Louis City County, ss:

The foregoing instrument was acknowledged before me this 20 day of July, 2010 by James Leslie Stockberger.



Peggy Zimmerman  
Notary Public

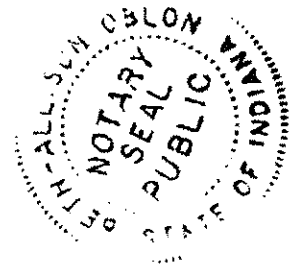
27

ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Indiana )  
 ) ss  
COUNTY OF Marion )

The forgoing instrument was acknowledged before me this 19 day of August, 2010,  
by Peter Park as authorized rep of Paulding Wind Farm II LLC,  
a Delaware limited liability company, on behalf of the limited liability company.

My Commission expires: 11/03/2011 Beth Allison Obion  
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Leslie Freiman, Esq.  
Paulding Wind Farm II LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
(713) 265-0350

27



**EXHIBIT A**

Legal Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF PAULDING,  
STATE OF OHIO:

The West Half (1/2) of the following described premises:

The North Half (1/2) of the South Half (1/2) of the Southeast Quarter (1/4) and the South Sixty (60) acres of the North Half (1/2) of the Southeast Quarter (1/4) of Section Sixteen (16), in Township Two (2) North, of Range Two (2) East, Paulding Township, Paulding County, Ohio.

The East Half (1/2) of the following described premises:

The North Half (1/2) of the South Half (1/2) of the Southeast Quarter (1/4) and the South Sixty (60) acres of the North Half (1/2) of the Southeast Quarter (1/4) of Section Sixteen (16), in Township Two (2) North, of Range Two (2) East, Paulding Township, Paulding County, Ohio.

PIN 2716 00500

The Northeast Quarter (1/4) and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Six (6), Township One (1) North, Range Two (2) East, Blue Creek Township, Paulding County, Ohio, containing Two Hundred (200) acres of land, more or less.

PIN 0506 00200

RT

201100001906  
 Filed for Record in  
 PAULDING COUNTY, OHIO  
 CAROL E TEMPLE, COUNTY RECORDER  
 07-06-2011 At 02:33 pm.  
 ASSIGNMENT 572.00  
 OR Volume 546 Page 529 - 584

001906

**AFTER RECORDED MAIL TO:**

Paulding Wind Farm II LLC  
 808 Travis, Suite 700  
 Houston, Texas 77002  
 Attn: General Counsel

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is being entered and effective as of July 5, 2011, by and between Paulding Wind Farm II LLC, a Delaware limited liability company ("**Assignor**"), and Paulding Wind Farm IV LLC, a Delaware limited liability company ("**Assignee**").

**RECITALS**

A. Assignor has entered into certain Wind Energy Leases and Agreements with Grants of Easements, more particularly described on Exhibit A which is attached hereto and made a part hereof (the "**Wind Energy Lease Agreements**").

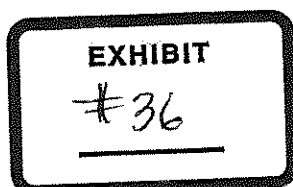
B. Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Wind Energy Lease Agreements. Assignee desires to accept such assignment of the Wind Energy Lease Agreements and has agreed to accept all of Assignor's right, title and interest to and to assume the Assignor's obligations under the Wind Energy Lease Agreements.

**ASSIGNMENT AND ASSUMPTION**

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. **Assignment of Wind Energy Lease Agreements.** Assignor does hereby assign, transfer, deliver and confirm unto Assignee, its successors and assigns forever, TO HAVE AND TO HOLD unto Assignee, its successors and assigns to its and their own use forever, all of Assignor's right, title and interest in, to and under the Wind Energy Lease Agreements.

2. **Assumptions.** From and after the date hereof, Assignee hereby assumes and agrees to fulfill completely, and covenants to indemnify and hold harmless Assignor in respect of

**Indexed**

all obligations existing as of the date hereof or which arise after the date hereof which relate to the Wind Energy Lease Agreements.

3. **Additional Undertakings.** The parties shall undertake such commercially reasonable actions as are necessary or advisable to consummate the transactions contemplated by this Agreement. If at any time after the date hereof, Assignee shall consider or be advised that any further assignments, conveyances, transfers or assurances in law, or any other actions or things, may reasonably be necessary or appropriate to make it the assignee of the Wind Energy Lease Agreements, Assignor shall promptly execute, deliver and record, or cause to be executed, delivered and recorded, any and all such further instruments of assignment, and take, or cause to be taken, all actions and do, or cause to be done, all things, as may be reasonably requested by Assignee to make it the assignee of the Wind Energy Lease Agreements.

4. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the signatories hereto and their respective successors and assigns any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the signatories hereto and their respective successors and assigns.

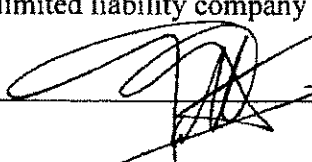
5. **Choice of Law.** To the extent permitted by applicable law, this Agreement and all questions relating to its validity, interpretation and performance shall be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.


6. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same.

**SIGNATURES FOLLOW ON NEXT PAGE**

IN WITNESS WHEREOF, each of the undersigned parties has executed this Assignment, as set forth below.

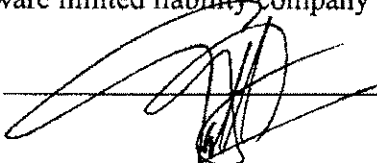
ASSIGNOR: Paulding Wind Farm II LLC,  
a Delaware limited liability company

By: 

Name:  **Gabriel Alonso Imaz**

Title: **President**

ASSIGNEE: Paulding Wind Farm IV LLC,  
a Delaware limited liability company

By: 

Name:  **Gabriel Alonso Imaz**

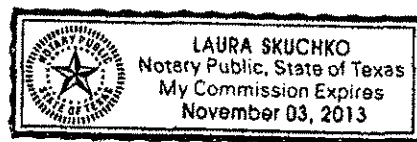
Title: **President**

STATE OF TEXAS           )  
                                      ) ss:  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on the 5 day of July, 2011 by  
Gabriel Alonso Inez President of Paulding Wind Farm II LLC, a  
Delaware limited liability company.

Witness my official hand and seal:

Laura Skuchko  
Notary Public, State of Texas

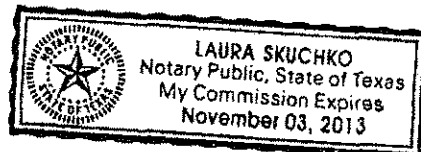


STATE OF TEXAS           )  
                                      ) ss:  
COUNTY OF HARRIS       )

This instrument was acknowledged before me on the 5 day of July, 2011 by  
Gabriel Alonso Inez President of Paulding Wind Farm IV LLC, a  
Delaware limited liability company.

Witness my official hand and seal:

Laura Skuchko  
Notary Public, State of Texas



THIS INSTRUMENT WAS DRAFTED BY:

Alison T. Dodson, Esq.  
Paulding Wind Farm II LLC  
c/o Horizon Wind Energy LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
(713) 265-0350

Instrument  
201200001079201200001079  
Filed for Record in  
PAULDING COUNTY, OHIO  
CAROL E TEMPLE, COUNTY RECORDER  
04-20-2012 At 02:56 pm.  
ASSIGNMENT 56.00  
OR Volume 550 Page 2291 - 2295**ASSIGNMENT AND ASSUMPTION OF WIND ENERGY LEASE AND  
AGREEMENT WITH GRANT OF EASEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS (this "**Assignment**"), effective as of the 2 day of April, 2012 (the "**Effective Date**"), by and between **Robin A. Stockberger (aka Robin Ann Stockberger)**, an unmarried woman of legal age; **Katherine R. Thompson (fka Katherine R. Stockberger; Katherine S. Ivan; Katherine S. Aichele; and Katherine Ruth Stockberger)** and **Gregory P. Thompson**, her husband; **William B. Stockberger (aka William Brady Stockberger)**, an unmarried man of legal age; **James L. Stockberger (aka James Leslie Stockberger)** and **Bonnie Knapp Stockberger**, husband and wife; **John J. Stockberger, III (aka John Jacob Stockberger, III)**, an unmarried man of legal age, ("**Assignor**"), and **Ohio Decorative Products, Inc., an Ohio Corporation, ("Assignee")**.

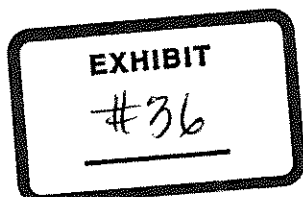
**RECITALS**

A. Robin Ann Stockberger; Katherine S. Thompson, aka Katherine Ruth Stockberger, aka Katherine S. Aichele, aka Katherine S. Ivan; John Jacob Stockberger, III; William Brady Stockberger and James Leslie Stockberger are parties in that certain Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2010, by and between Robin Ann Stockberger; Katherine S. Thompson, aka Katherine Ruth Stockberger, aka Katherine S. Aichele, aka Katherine S. Ivan; John Jacob Stockberger, III; William Brady Stockberger and James Leslie Stockberger, as Landowner, and Paulding Wind Farm II LLC, a Delaware limited liability company, as Company, a memorandum of which was recorded on September 21, 2010, in OR Volume 540 at Page 1451-1462 in the Office of the County Recorder of Paulding County, Ohio (together, the "**Lease Agreement**") that encumbers the property more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Pursuant to Assignment and Assumption Agreement filed July 6, 2011 in Volume 546, Page 529-584, Official Records, Paulding County Recorder's Office, Paulding Wind Farm II LLC assigned its interest in said Wind Energy Leases and Agreements with Grants of Easements to Paulding Wind Farm IV LLC, a Delaware limited liability company.

C. Assignor is selling, and Assignee is purchasing, all of Assignors' right, title and interest in and to the Property by warranty deed, subject to matters of record including, without limitation, the Lease Agreement (the "**Purchase and Sale**").

D. Concurrently with the Purchase and Sale, Assignor desires to assign to Assignee all of Assignors' right, title and interest in and to the Lease Agreement, and



Indexed

E. Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease Agreement with respect to the real estate described in the Attached Exhibit A.

### ASSIGNMENT AND ASSUMPTION

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers, conveys and assigns unto Assignee all of Assignor's right, title and interest in and to the Lease Agreement and all of the duties, obligations and liabilities of Assignor thereunder with respect to the property described in Exhibit A only, and Assignee hereby assumes all of the Assignor's right, title and interest in and to the Lease Agreement and all of the duties, obligations and liabilities of Assignor thereunder, but only to the extent that the same relate to any event or period of time on or after the date hereof.

The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assignees. Each party hereto shall, from time to time, execute such other documents and agreements, and provide such certificates, as the other party may reasonably request to carry out and fulfill the transactions, and permit the exercise of such rights and obligations, as are contemplated hereunder. This Assignment shall be construed and enforced in accordance with the internal laws of the State of Ohio and any applicable laws of the United States of America.

ASSIGNOR:

ASSIGNEE:

OHIO DECORATIVE PRODUCTS, INC.

Robin A. Stockberger  
Robin A. Stockberger

Katherine R. Thompson  
Katherine R. Thompson

Gregory P. Thompson  
Gregory P. Thompson

William B. Stockberger  
William B. Stockberger

James L. Stockberger  
James L. Stockberger

Bonnie Knapp Stockberger  
Bonnie Knapp Stockberger

John J. Stockberger, III  
John J. Stockberger, III

BY: John J. Stockberger, III

Printed Name: John J. Stockberger, III

Title: CFO

STATE OF OHIO; COUNTY OF PAULDING; SS:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Robin A. Stockberger**, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Paulding, Ohio, this 2nd day of March, 2012.

April 13



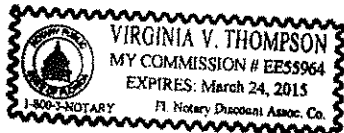
ANNETTE SHEPHERD  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 04/05/2014  
Recorded in Paulding County, Ohio

Annette Shepherd  
Notary Public, State of Ohio  
My Commission Expires: 4-5-14  
Printed Name: Annette Shepherd

STATE OF Florida; COUNTY OF Collier; SS:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Katherine R. Thompson and Gregory P. Thompson**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Naples, Florida, this 5 day of April, 2012.



Virginia V. Thompson  
Notary Public, State of Florida  
My Commission Expires: 3/24/15  
Printed Name: Virginia V Thompson

STATE OF Ohio; COUNTY OF Paulding; SS:

Before me, a notary public in and for said County and State, personally appeared the above-named, **William B. Stockberger**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Paulding, Ohio, this 2nd day of March, 2012.

April 13



ANNETTE SHEPHERD  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 04/05/2014  
Recorded in Paulding County, Ohio

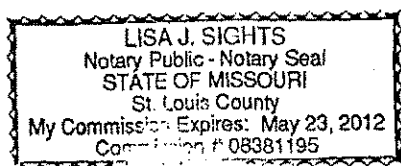
Annette Shepherd  
Notary Public, State of Ohio  
My Commission Expires: 4-5-14  
Printed Name: Annette Shepherd



STATE OF Missouri; COUNTY OF St. Louis; SS:

Before me, a notary public in and for said County and State, personally appeared the above-named, **James L. Stockberger and Bonnie Knapp Stockberger**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at St. Louis, Missouri, this 12 day of April 2012.

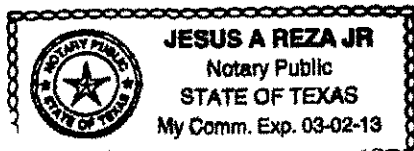


Lisa J. Sights  
Notary Public, State of Missouri  
My Commission Expires: May 23, 2012  
Printed Name: Lisa J. Sights

STATE OF Texas; COUNTY OF Texas; SS:

Before me, a notary public in and for said County and State, personally appeared the above-named, **John J. Stockberger, III**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Austin, Texas, this 9 day of April, 2012.



Jesus A. Reza Jr.  
Notary Public, State of Texas  
My Commission Expires: 3-2-13  
Printed Name: Jesus A. Reza Jr.

STATE OF Ohio; COUNTY OF Allen; SS:

Before me, a notary public in and for said County and State, personally appeared the above-named, John Stepien of **Ohio Decorative Products, Inc.**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Spencerville, Ohio, this 30<sup>th</sup> day of April, 2012.

Shirley Mueller  
Notary Public, State of Ohio  
My Commission Expires: 2/27/13  
Printed Name: Shirley Mueller

Prepared by:

Norman E. Cook/jf of Cook, Troth, Burkard & Gorrell, Ltd.  
112 N. Water Street, Paulding, OH 45879



NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES

**EXHIBIT A:**

**TRACT ONE:**

Situated in Blue Creek Township, Paulding County, Ohio: The Northeast Quarter (1/4) and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Six (6), Township One (1) North, Range Two (2) East, Blue Creek Township, Paulding County, Ohio, containing Two Hundred (200) acres of land, more or less.

Parcel ID No.: 05-06S-002-00

**TRACT TWO:**

Situated in Paulding Township, Paulding County, Ohio: The North Half (1/2) of the South Half (1/2) of the Southeast Quarter (1/4) and the South Sixty (60) acres of the North Half (1/2) of the Southeast Quarter (1/4) of Section Sixteen (16), in Township Two (2) North, of Range Two (2) East, Paulding Township, Paulding County, Ohio. Containing a total of 100 acres, more or less.

Parcel ID No.: 27-16S-005-00

001982

201100001982  
Filed for Record in  
PAULDING COUNTY, OHIO  
CAROL E TEMPLE, COUNTY RECORDER  
07-12-2011 At 01:15 pm.  
LEASE 100.00  
OR Volume 546 Page 923 -- 933

**AFTER RECORDED MAIL TO:**

Paulding Wind Farm IV LLC  
808 Travis, Suite 700  
Houston, Texas 77002  
Attn: General Counsel

**MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT  
WITH GRANT OF EASEMENTS**

THIS MEMORANDUM OF WIND ENERGY LEASE AND AGREEMENT WITH GRANT OF EASEMENTS (this "Memorandum"), is made and entered into as of June 28, 2011 (the "Effective Date"), between Ohio Decorative Products, Inc., an Ohio corporation, ("Landowner") and Paulding Wind Farm IV LLC, a Delaware limited liability company ("Wind Company"). Landowner and Wind Company may hereafter be referred to as, together, the "Parties" and each, a "Party."

**RECITALS**

A. Landowner and Wind Company entered into that certain Wind Energy Lease and Agreement with Grant of Easements dated June 28, 2011 (the "Lease") which affects and burdens the land described in Exhibit A, attached hereto and made a part hereof (the "Property").

B. Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission of electrical energy, all of the foregoing to be located in, on, over, across and under the Property and in, on, over, across and under other real property in the vicinity of the Property in which Wind Company has acquired certain rights or in which Wind Company contemplates acquiring certain rights (together with the Property, the "Wind Project Property").

Ohio Decorative Products TR4 Lease Memo 6-21-11.doc

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add  
Indexed

C. Wind Company, its successors, assigns and any subsequent purchaser of interest in Wind Company may also construct, operate and maintain additional similar commercial wind power projects (collectively, "Subsequent Wind Projects") in, on, over and under certain real property in the vicinity of the Wind Project Property (each and collectively, the "Subsequent Wind Projects Property").

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Wind Company and Landowner hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Lease.

2. Lease. Landowner hereby leases to Wind Company, and Wind Company hereby leases from Landowner, the Property, upon all of the terms and conditions set forth in the Lease. As more fully provided in and subject to the Lease, Wind Company shall have possession of the Property and Wind Company, Sublessees and their respective contractors and authorized licensees and invitees may use the Property for the benefit of one or more Projects for the following purposes (collectively, "Operations"):

2.1 Determining the feasibility of wind energy conversion on the Property or on neighboring lands, including studies of wind speed, wind direction and other meteorological data;

2.2 Converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted;

2.3 Developing, constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (a) wind machines, wind turbine generators, wind energy conversion systems and wind power generating facilities (including associated towers, foundations and other structures and equipment), and other power generation facilities to be operated in conjunction with wind turbine installations, in each case of any type or technology (collectively, "Generating Units"); (b) transmission facilities, including underground distribution and collector lines, wires and cables, splice and junction boxes, switch panels, conduits, footings, foundations, towers, poles, crossarms, guy lines and anchors, circuit breakers and transformers, and energy storage facilities; (c) overhead and underground control, communications and radio relay systems and telecommunications equipment, including microwave towers, dishes, and control, fiber, wires, cables, conduit and poles; (d) one or more anemometers, meteorological towers, wind monitoring devices, foundations, multiple guy wires, braces, wind measurement equipment, a remote power system and related facilities (collectively, "Meteorological Towers"); (e) cable, wires, equipment and related facilities for lightning strike protection and electrical grounding ("Grounding Facilities"); (f) roads and erosion control facilities; (g) signs; (h) fences and other

add

safety and protection facilities; and (i) other improvements, facilities, appliances, machinery and equipment associated with any of the foregoing (all of the foregoing, including the Generating Units, collectively, "Wind Power Facilities");

2.4 Vehicular and pedestrian ingress, egress and access to and from Wind Power Facilities on, over and across the Property by means of roads and lanes thereon if existing, or otherwise by such roads, (including but not limited to turning radius from public roads, if necessary), as Wind Company or anyone else may construct from time to time (collectively, "Access Rights");

2.5 Conducting site tours to demonstrate the environmental and other benefits of electrical generation from wind power; and

2.6 Undertaking any other activities that Wind Company or a Sublessee (as defined below) determines are necessary, helpful, appropriate or convenient with, incidental to or to accomplish any of the foregoing purposes or for the benefit of one or more Projects, including conducting surveys, tests and studies, including but not limited to environmental, biological, cultural, geotechnical drilling and studies and other uses permitted under the Lease as set forth elsewhere therein.

3. Easements.

3.1 In addition to the lease of the Property, Landowner hereby grants and conveys to Wind Company the following easements over the Property for the benefit of one or more Projects and the Wind Project Property (collectively, the "Easements" and individually, an "Easement");

3.1.1 An exclusive easement to use, convert, maintain and capture the free and unobstructed flow of wind over and across the Property.

3.1.2 An exclusive easement to permit the rotors of Generating Units located on adjacent properties in the Project to overhang the Property and to encroach into any county, state or other governmental setback, except that Wind Company shall not permit the rotors of any Generating Unit to overhang any occupied residence that exists on the Property as of the Effective Date, and Generating Units shall be set back at least one thousand (1,000) feet measured from the center of the Generating Unit to the nearest corner of such occupied residence;.

3.1.3 A non-exclusive easement for the Access Rights ("Access Easement").

3.1.4 A non-exclusive easement for audio, visual, view, reflective light, shadow flicker, noise, shadow and any other effects attributable to any Project or Operations located on the Property or on adjacent properties over and across the Property and any other property owned by Landowner adjacent to or in the vicinity of the Property.

3.1.5 An exclusive easement to permit the use of cranes required to install, repair or replace the Generating Units from time to time along with an access route for the cranes ("Crane Travel Path Easement"), together with the right to temporary earthmoving as necessary to build suitable access routes for the Crane Travel Path Easement.

3.1.6 A seventy-five (75) foot wide non-exclusive easement (the "Distribution Easement") and right to install, maintain, repair and operate on the Property underground at least forty-eight (48) inches below the surface (or above ground if reasonably necessary or required), distribution and collection lines which carry electricity to and from the Wind Project Property, communication lines which carry communications to and from the Wind Project Property, and other above ground improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing (collectively, the "Distribution System").

3.1.7 A non-exclusive "Construction Easement" for purposes of constructing, maintaining, repairing, replacing, and removing all or any part or element of the Wind Power Facilities whether located on or off the Property. The portion of the Property subject to the burden of this easement is referred to as the "Construction Easement Property" and is identified and located as shown on Exhibit B to the Lease. The exact size and configuration of the Construction Easement will vary with location and function as reasonably determined by engineering and construction personnel, but is generally expected to comprise an area of approximately five (5) acres at each turbine site, one and one-half (1 1/2) acres at each Meteorological Tower site, an area of approximately two hundred (200) feet of additional width on each side of all of the access roads measured from the center line of such access roads, an area approximately fifty (50) feet in width (a) on either side of all buried cable and (b) on either side of all of the aboveground lines and an area of approximately two hundred fifty (250) feet of additional width on each side of the Crane Path Travel Easement. Wind Company may exercise its right to use all or any part of the Construction Easement Property as and when Wind Company deems it necessary or advisable to do so to perform the activities for which this Construction Easement is granted. Wind Company shall have the right to use the Property during the life of the Wind Power Facilities for major repairs requiring a crane and laydown areas and will first notify Landowner of its plans (except in case of emergency) prior to such use. This Construction Easement also shall permit vehicular and pedestrian access in connection with installation or removal of the nacelle or rotor on any Generating Unit to go onto the Property up to 650 feet in any direction from the base of the Generating Unit to hold tag lines securing the nacelle and rotor while they are being lifted into place. When using the Construction Easement, Wind Company will implement suitable wind erosion control on disturbed ground caused by construction or Wind Company's other activities. After each use of the Construction Easement, Wind Company, to the extent reasonably possible, shall restore the Construction Easement Property to the condition it was in before Wind Company's use.

3.2 Notwithstanding anything contained herein to the contrary, each Easement shall be co-terminus with the Term of the Lease ("Easement Term"). Upon the expiration or earlier termination of the Lease, Wind Company shall have the option to extend ("Easement Extension").

add

Option") the Easement Term for so long as a Project, the electrical substation serving a Project, or any Wind Power Facility exists on any of the Wind Project Property, including replacements thereof, unless earlier terminated in writing by Wind Company ("Extended Easement Term"), and provided that Wind Company pays Landowner an amount, as calculated in the Lease, in consideration for the Extended Easement Term.

3.3. To the extent that Landowner holds any access, utility, transmission, or other easements, rights of way or licenses over lands in the general vicinity of the Property (the "Landowner Easements"), that are or could be used for the benefit of the Project, then the same are hereby included in the Lease, and Wind Company shall be entitled to make full use thereof, but only to the extent Landowner has the right to grant such rights to Wind Company.

3.4. Upon the request of Wind Company at any time and from time to time during the Term of the Lease, Landowner shall deliver to Wind Company, without additional compensation, duly executed and in recordable form, (a) stand-alone easements of one or more of the Easements and (b) a subeasement of any Landowner Easement requested by Wind Company or a Sublessee, to the extent Landowner has the right to grant same under said Landowner Easement.

3.5. With respect to each Easement granted hereunder, (a) to the extent permitted by Law, such Easement shall be appurtenant to the applicable leasehold estate; (b) such Easement shall run with the Property for the benefit of the Wind Project Property and Subsequent Wind Project Property; (c) no act or failure to act on the part of Wind Company or the holder of the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a release of such holder's rights under the Easement; (d) nonuse of the Easement shall not prevent the future use of the entire scope thereof; and (e) no use of or improvement to the Property or any lands benefited by the Easement, and no Transfer (as defined below), shall, separately or in the aggregate, constitute an overburdening of the Easement. To the extent any of the provisions of the Lease relating to the Easements are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that the Easements shall be as assignable and alienable easements in gross.

#### 4. Term.

4.1 Development Term. The Lease shall initially be for a term of five (5) years (the "Initial Development Term") commencing on the Effective Date. Wind Company shall have the option ("Extended Development Term Option") to extend the Initial Development Term for a period of up to two (2) years (the "Extended Development Term"), upon the terms and conditions set forth in the Lease. The Initial Development Term and the Extended Development Term are sometimes referred to in the Lease as the "Development Term."

4.2. Extended Term. Wind Company shall have the right and option (the "Lease Extension Option") to extend the term of the Lease for one period of thirty (30) years,

plus two additional periods of ten (10) years each (each, an "Extended Term"). The Development Term and the Extended Terms are sometimes collectively referred to in the Lease as the "Term."

5. Other Provisions. The Lease also contains various covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, conduct of operations, restoration of the Property, assignment and lender protections, interference protections, restrictions on grants of easements by Landowner and the waiver of setback requirements by Landowner. Landowner shall have no ownership or other interest in any improvements installed by Wind Company on the Property, and Wind Company may remove any or all Improvements at any time or from time to time.

6. Force and Effect. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

7. Governing Law. This Memorandum shall be deemed made and prepared and shall be construed and interpreted in accordance with the internal laws of the State of Ohio, without regard to principles of conflicts of law thereof which may require the application of the law of another jurisdiction.

8. Binding on Successors and Assigns. The Parties hereby agree that all of the covenants and agreements contained in the Lease touch and concern the real estate described in the Lease and this Memorandum and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in the Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Wind Company and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property and the Subsequent Wind Project Property. To the extent that any of the provisions of this Memorandum are not enforceable as covenants running with the land, the Parties agree that they shall be enforceable equitable servitudes.

9. Counterparts. This Memorandum 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.

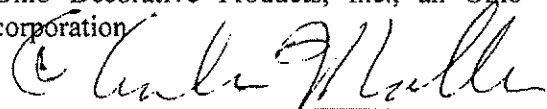
[SIGNATURES ON NEXT PAGE]

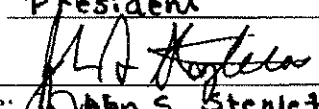
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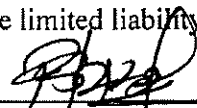
IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LANDOWNER: Ohio Decorative Products, Inc., an Ohio corporation

By:   
Name: Charles D. Moeller  
Title: President

By:   
Name: John S. Stepleton  
Title: Secretary / Treasurer

WIND COMPANY: Paulding Wind Farm IV LLC,  
a Delaware limited liability company

By:   
Name: Peter Park  
Title: Authorized Rep

ACKNOWLEDGEMENTS  
FOR LANDOWNER

STATE OF Ohio )  
 ) ss  
COUNTY OF Allen )

The forgoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2011,  
by Charles D. Moeller as President of Ohio Decorative Products,  
Inc., on behalf of the corporation.

My Commission expires: 2/27/13

Shirley Mueller  
Notary Public



NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 2/27/13

STATE OF Ohio )  
 ) ss  
COUNTY OF Allen )

The forgoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2011,  
by John S. Sealester as Secretary/Treasurer of Ohio Decorative Products,  
Inc., on behalf of the corporation.

My Commission expires: 2/27/13

Shirley Mueller  
Notary Public



NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 2/27/13

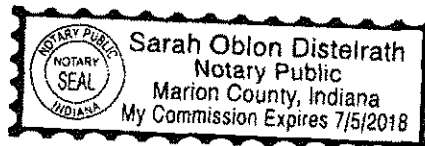
ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Indiana )  
 ) ss  
COUNTY OF Marion )

The forgoing instrument was acknowledged before me this 28 day of June, 2011,  
by Peter Park as Authorized Rep. of Paulding Wind Farm IV LLC,  
a Delaware limited liability company, on behalf of the limited liability company.

My Commission expires: 7. 5. 2018

Sarah Oblon Distelrath  
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Alison T. Dodson, Esq.  
Paulding Wind Farm IV LLC  
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(713) 265-0350