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OR 366 PG 1912

**FILED**

MAR 13 2012

NANCY DIXON, AUDITOR  
VAN WERT CO., OHIO

201200000976

Filed for Record in  
VAN WERT COUNTY OHIO  
KIM HUGHES, RECORDER  
03-13-2012 At 02:45 pm.  
EASEMENT 92.00  
OR Book 366 Page 1912 - 1921

201200000976

BP ALTERNATIVE ENERGY NORTH AMERICA  
ATTN: JONI MCLELLAND  
700 LOUISIANA ST, SUITE 3300  
HOUSTON TX 77002

04/11/2012

**A**Recording Requested By and  
When Recorded Return to:BP Wind Energy North America Inc.  
700 Louisiana Street, 33<sup>rd</sup> Floor  
Houston, TX 77002  
Attn: Land Manager**MEMORANDUM OF**  
**WIND ENERGY EASEMENT AGREEMENT**

THE STATE OF OHIO

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF VAN WERT

§

This Memorandum of Wind Energy Easement Agreement (this "Memorandum") is dated as of January 31, 2012, by and between **Blue Stream Dairy, Inc., an Ohio Corporation** ("Owner"), with an address at PO Box 126, Spencerville, Ohio 45887 and **BP Wind Energy North America Inc., a Virginia corporation** ("Grantee"), with an address at 700 Louisiana Street, 33<sup>rd</sup> Floor, Houston, Texas 77002.

Owner and Grantee have entered into that certain Wind Energy Easement Agreement (the "Easement Agreement") of even date herewith (the "Effective Date"), which affects the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), such Property being the same property described in the Easement Agreement as the "Property."

Owner and Grantee have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Easement Agreement and Grantee's rights thereunder. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Easement Agreement.

NOW THEREFORE:

**EXHIBIT**

# 21

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1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner has granted and does hereby grant to Grantee, pursuant to the provisions of the Easement Agreement, as of the Effective Date, an exclusive wind easement (the "Easement") in, on, under, over and across the Property with the incidents and attributes described therein and in Paragraph 2 below.

2. Purpose of Easement. The Easement is for wind energy purposes, including converting wind energy into electrical energy, collecting and transmitting electrical energy, and related activities (collectively, the "Grantee Activities"). The Grantee Activities include, without limitation: (a) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground and overhead electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads and gates, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively the "Windpower Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Grantee has been granted the exclusive right to convert all of the wind resources of the Property during the term of the Easement. The Windpower Facilities are expected to be operated in conjunction with Windpower Facilities installed on other nearby properties that are part of the same wind energy project (collectively, the "Project").

3. Transmission Facilities. Owner has also granted and does hereby grant to Grantee as of the Effective Date an exclusive easement ("Transmission Easement") in, on, along and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Grantee Activities, whether carried out on the Property or elsewhere: (a) a line or lines of towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property; and (b) one or more substations or interconnection or switching facilities from which Grantee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said towers, wires, cables, substations, facilities and rights-of-way are collectively called the "Transmission Facilities."

4. Access. Owner has also granted and does hereby grant to Grantee the right of ingress to and egress from Windpower Facilities (whether located on the Property, on

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adjacent property, or elsewhere) and Transmission Facilities over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time, subject to the terms of the Easement Agreement. Such access easement includes the right to improve and maintain existing roads and lanes.

5. Term. The grant of the Easement, Transmission Easement, and access rights are for a term commencing on the Effective Date and continuing until the later of (a) thirty (30) years after the first day of the month following the month in which Windpower Facilities commence operation on the Property by delivering commercial quantities of electricity to the electric utility grid, or (b) thirty-five (35) years after the Effective Date, subject to the terms of the Easement Agreement. Grantee has also been granted options to extend the initial term for one or two additional 10-year terms, subject to the terms of the Easement Agreement.

6. No Interference. In connection with the Easement, the Easement Agreement requires that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, not, currently or prospectively, interfere with: the development, construction, installation, maintenance or operation of Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Grantee Activities; or the undertaking of any other activities permitted under the Easement Agreement. The Easement Agreement further requires that the activities of Owner not interfere with the wind speed or wind direction over the Property, whether by placing windmills or wind turbines, planting trees or constructing buildings or other structures, or by engaging in any other activity (other than ordinary agricultural and hunting activities) on the Property or elsewhere that might cause a decrease in the output or efficiency of the Windpower Facilities.

7. Mineral Development. The Easement Agreement further requires that Owner include as a term and condition to any conveyance on or after the Effective Date of any interest in the mineral estate in the Property, including any lease thereof (but the following shall be true and binding upon such parties and their successors and assigns whether or not such term and condition are expressly so included), that any owner of any mineral interest in the Property (a) shall use the surface of the Property only in a manner that reasonably accommodates Grantee's surface use as described in the Easement Agreement and herein and with due regard for the rights of Grantee with respect to the surface use, (b) shall make only such use of the surface of the Property as shall avoid material impairment of Grantee's actual or anticipated surface use as described in the Easement Agreement and herein, and (c) shall limit any drilling, mining or other activity for extraction of minerals from the Property to occur only on those areas of the surface of the Property that are not closer to any wind turbine or proposed wind turbine of Grantee than the greater of (i) twenty (20) times the height of any such well, building or other structure, or (ii) one thousand (1,000) feet.

8. Non-exclusive Grant of Rights. As of the Effective Date, in connection with

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the Easement, Owner has granted and does hereby grant to Grantee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property;

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property; and

(c) Any and all right, title and interest of Owner in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

9. Notices. All Notices required or permitted by the Easement Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Grantee:

BP Wind Energy North America Inc.  
700 Louisiana St., 33<sup>rd</sup> Floor  
Houston, TX 77002  
Attention: Land Manager

If to Owner:

Blue Stream Dairy, Inc., an Ohio Corporation  
Attn: John Stepleton  
PO Box 126  
Spencerville, Ohio 45887

If to any Lender or assignee:

At the address indicated in the notice to Owner  
provided under Section 10.1 of the Easement Agreement.

Any party may change its notice address by giving Notice of such change to the other parties in the manner provided in the Easement Agreement.

OR 366 PG 1916

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10. Miscellaneous.

(a) The Property shall be subject to the provisions set forth in the Easement Agreement and herein, which provisions shall run with the Property and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during the term of the Easement Agreement and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

(b) The provisions of the Easement Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede or modify the provisions of the Easement Agreement, and this Memorandum shall not be used in interpreting such provisions. In the event of any conflict between this Memorandum and the Easement Agreement, the Easement Agreement shall control.

(c) This Memorandum may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

*[Signature pages follow]*

OR 366 PG 1917

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IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND  
HEREBY, Owner and Grantee have caused this Memorandum to be duly executed and  
delivered by their authorized representatives as of the Effective Date.

"OWNER"

Blue Stream Dairy, Inc., an Ohio Corporation

By: 

Name: John Stepleton, Chief Financial Officer

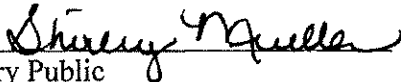
THE STATE OF OHIO

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COUNTY OF ALLEN

I, the undersigned Notary Public for said County and State, do hereby certify that  
**John Stepleton, Chief Financial Officer of Blue Stream Dairy, Inc., an Ohio  
Corporation**, personally appeared before me this day and acknowledged the due execution of  
the foregoing instrument.

WITNESS my hand and notarial seal, this 19<sup>th</sup> day of January, 2012.

  
Notary Public

My Commission Expires:

2/27/13  
(Affix Notarial Seal)

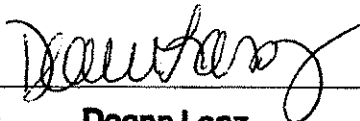


NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES...

OR366PG1918

“GRANTEE”

BP WIND ENERGY NORTH AMERICA INC.

By 

Name: Deann Lanz

Title: Attorney-in-Fact

JAN 31 2012

MZ.

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THE STATE OF TEXAS §

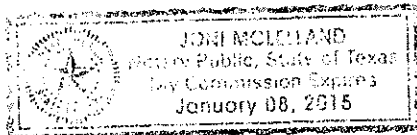
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COUNTY OF HARRIS §

On January 31, 2012, Deann Lanz, the Attorney-in-Fact of BP WIND ENERGY NORTH AMERICA INC., known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he/she executed the same in his/her respective authorized capacity, on behalf of said entity.

Witness my hand and official seal.

[Notary Stamp/Seal]



Joni McTelland  
Notary Public in and for the State of  
Texas

Exhibit ADescription of Property**A****PARCEL ONE:**

Situated in the Township of Tully, County of Van Wert and State of Ohio:

Being a part of the Northeast Quarter (1/4) and Northwest Quarter (1/4),

And known as beginning at an iron pin at the North Quarter post of Section Seventeen (17), Town One (1) South, Range One (1) East, Tully Township, Van Wert County, Ohio;

Thence South 89°46'26" East along the North line of the Northeast Quarter (1/4) of said Section Seventeen (17), One Thousand One Hundred Thirty-five and 97/100 (1135.97) feet to a railroad spike;

Thence South 00°28'26" East, Four Hundred Eighty-nine and 27/100 (489.27) feet to an iron rod;

Thence South 88°38'26" East, Three Hundred Forty-six and 25/100 (346.25) feet to an iron rod;

Thence North 02°13'59" East, Four Hundred Ninety-six and 38/100 (496.38) feet to a railroad spike on the North line of said Northeast Quarter (1/4);

Thence South 89°46'26" East along said North line, One Thousand One Hundred Forty-six and 24/100 (1146.24) feet to an iron rod at the Northeast corner of said Section;

Thence South 00°46'11" East along the East line of said Northeast Quarter (1/4), One Thousand Three Hundred One and 52/100 (1301.52) feet to an iron rod at the Southeast corner of the North Half (1/2) of said Northeast Quarter (1/4);

Thence North 89°46'54" West along the South line of said North Half (1/2) of said Northeast Quarter (1/4), Two Thousand Six Hundred Seventy-one and 20/100 (2671.20) feet to an iron rod at the Southwest corner of the North Half (1/2) of said Northeast Quarter (1/4);

Thence North 89°54'33" West along the South line of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section Seventeen (17), One Thousand Three Hundred Twenty-one and 65/100 (1321.65) feet to an iron rod at the Southwest corner of the Northeast Quarter (1/4) of said Northwest Quarter (1/4);



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Thence North 00°16'29" East along the West line of the Northeast Quarter (1/4) of said Northwest Quarter (1/4), One Thousand Three Hundred Five and 97/100 (1305.97) feet to a railroad spike on the North line of said Northwest Quarter (1/4);

Thence South 89°45'24" East along said North line, One Thousand Three Hundred Seventeen and 37/100 (1317.37) feet to the place of beginning, containing 114.980 acres, more or less, subject to legal highways.

**PARCEL TWO:**

Situated in the Township of Tully in the County of Van Wert and the State of Ohio, to-wit:

Commencing at a stone, at the Northwest corner of the Northeast Quarter (1/4) of Section Seventeen (17), Town One (1) South, Range One (1) East; thence South 88°45' East and along the North line of the Northwest Quarter (1/4) of Section Seventeen (17), Eleven Hundred Thirty-five and 97/100 (1135.97) feet to a boat spike for the place of beginning; thence continuing South 88°45' East and along the aforesaid North line, Three Hundred Twenty-nine and no/100 (329.00) feet to a boat spike; thence South 03°45' West, Three Hundred Eighty and 05/100 (380.05) feet to an iron pin; thence South 87°28' East, Thirty-four and 53/100 (34.53) feet to an iron pin; thence South 02°40' West, One Hundred Fifteen and 50/100 (115.50) feet to an iron pin; thence North 87°37' West, Three Hundred Thirty-eight and 72/100 (338.72) feet to an iron pin; and thence North 00°33' East, Four Hundred Eighty-nine and 27/100 (489.27) feet to the place of beginning. Containing 3.655 acres, more or less, and being a fractional part of the North Half (1/2) of the Northeast Quarter (1/4) of Section Seventeen (17), Tully Township, Van Wert County, Ohio.

**PARCEL THREE:**

Situated in the County of Van Wert, in the State of Ohio and in the Township of Tully, to-wit:

Commencing at a stone and iron pin at the Northwest corner of the Northeast Quarter (1/4) of Section Seventeen (17), Township One (1) South, Range One (1) East, and thence South 88°45'00" East along the North line of the Northeast Quarter (1/4) of Section Seventeen (17), Fourteen Hundred Sixty-four and 97/100 (1464.97) feet to an existing boat spike for the TRUE PLACE OF BEGINNING. Thence South 03°45'00" West, passing thru an existing iron pin at 20.00 feet, Three Hundred Eighty and 05/100 (380.05) feet to an existing iron pin; thence South 87°28'00" East, Thirty-four and 53/100 (34.53) feet to an iron pin and cap set; thence South 02°40'00" West, One Hundred Fifteen and 50/100 (115.50) feet to an existing iron pin; thence South 87°37'00" East, Seven and 53/100 (7.53) feet to an iron pin and cap set; thence North 03°15'25" East, Four Hundred Ninety-six and 38/100 (496.38) feet to a boat spike set on the North line of the Northeast Quarter (1/4) of Section Seventeen (17), and thence North 88°45'00" West, along the aforesaid North line, Forty and 00/100 (40.00) feet to the place of beginning. Containing 0.385 acres and being a part of the Northeast Quarter (1/4)

OR 366 PG 1921



of Section Seventeen (17), Tully Township, Van Wert County, Ohio, and subject to all easements and rights-of-ways, apparent or of record.

(Bearings are to an assumed meridian to denote angles only.) A survey of this parcel was made by Don N. Friemoth, Registered Professional Surveyor No. 4981.

*Parcel Number(s): 01-000692.0000, 01-000692.0100, 01-000692.0200*

APPROVED  
KYLE J. WENDEL  
COUNTY ENGINEER

*Most recent deed of record: Warranty Deed recorded on December 30, 2010 in Document No. 201000005142, OR Book 357, Page 1365, Van Wert County, Ohio.*

*GIS No(s): 261, 262, 263*

*In the event of inaccuracies in the foregoing legal description, Owner and Grantee shall amend this Agreement to correct such inaccuracies.*

OR 326 PG 0676

5793

BOARD OF TOWNSHIP TRUSTEES  
TULLY TOWNSHIP  
VAN WERT COUNTY, OHIO

200600005793  
Filed for Record in  
VAN WERT COUNTY OHIO  
NANCY A HARTING RECORDER  
12-29-2006 At 09:49 am.  
TIF AGREE 14.00  
OR Book 326 Page 676 - 682

The Board of Township Trustees (the "Board") of Tully Township (the "Township"), Van Wert County, Ohio, met in special session on Dec 26, 2000, at 7:00 p.m. at the Township Administration Building, 6278 Mentzer Road, Convoy, Ohio 45832, with the following members present:

*Jerry Parrish*  
*Richard Mollenkopf, Sr*  
*Lonnice McIntosh*

200600005793  
CINDY MOLLENKOPF

Mr. Jerry Parrish introduced the following resolution and moved its passage:

DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE TOWNSHIP OF TULLY TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE OR TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A TOWNSHIP PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND

WHEREAS, the development of properties used in commercial, industrial and agricultural activities in the Township of Tully (the "Township") will benefit the Township and its residents by creating jobs and enlarging the property tax base in the Township; and

WHEREAS, by providing infrastructure improvements including street and related improvements, the Township may facilitate the development of commercial, industrial and agricultural properties; and

WHEREAS, Ohio Revised Code Sections 5709.73 through 5709.76 provide for the use of township tax increment financing to construct infrastructure improvements which will benefit new development in the Township; and

WHEREAS, the property owners identified in Exhibit A attached hereto and made a part hereof (the "Property Owners") are in the process of making certain real property improvements to their property

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EXHIBIT

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OR 326 PG 0677

(the "Real Property Improvements"), all as described in more detail on Exhibit A attached hereto and made a part hereof, on certain property (the "Sites") located in the Township and more particularly described on Exhibit B, attached hereto and made a part hereof, and that such Real Property Improvements would first appear on the tax list and duplicate of real and public utility property subsequent to the effective date of this Resolution were it not for the exemptions specified herein; and

WHEREAS, the Township has made, is in the process of making, or will make certain public infrastructure improvements consisting of street and related infrastructure improvements (the "Infrastructure Improvements") as more particularly described on Exhibit C, attached hereto and made a part hereof, that directly benefit or, once made, will directly benefit the Real Property Improvements; and

WHEREAS, the Board of Education of the Crestview Local School District has passed a resolution approving the exemption described in this resolution and waiving its right to receive notice in connection therewith;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF TULLY, VAN WERT COUNTY, OHIO, ALL OF THE MEMBERS PRESENT VOTING IN FAVOR THEREOF, THAT:

Section 1. It is hereby declared that construction of the Infrastructure Improvements is a public purpose necessary for the development of the Sites and that the duration of such public purpose shall be thirty (30) years.

Section 2. The Real Property Improvements are hereby declared exempt from real property taxation, commencing on the effective date of this Resolution and ending on the thirtieth (30th) anniversary of such effective date or the date the Infrastructure Improvements are paid in full, whichever occurs first. One hundred percent (100%) of the assessed value of the Real Property Improvements shall be exempted from taxation.

Section 3. The Township shall construct the Infrastructure Improvements which will directly benefit the Real Property Improvements. The cost of such Infrastructure Improvements may be paid in part from the proceeds of bonds and/or notes to be issued by the Township and secured in part from revenues received by the Township from service payments made by the Property Owners in lieu of taxes, as set forth herein. It is hereby found and determined that the percentage exempted (100%) does not exceed the estimated percentage of the incremental demand placed on the Infrastructure Improvements that is directly attributable to the Real Property Improvements (100%).

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OR 326 PG 0678

Section 4. The Property Owners shall make annual service payments in lieu of taxes (the "Service Payments"), which Service Payments shall be paid to the Van Wert County Treasurer and collected and distributed as set forth in Ohio Revised Code Section 5709.74 and as provided in Section 5 and Section 6 hereof. Payments due with respect to partial calendar years shall be apportioned on a pro rata basis.

Section 5. Pursuant to Ohio Revised Code Sections 5709.75, the Van Wert County Treasurer shall pay to the Crestview Local School District, from a portion of the Service Payments, 10% of the amount of such Service Payments for the period commencing on the effective date of this Resolution and ending on the date of termination of the exemption of the Real Property Improvements as set forth in Section 2 hereof. Such amounts shall be payable to the Crestview Local School District as a semi-annual real property tax payment. If necessary, the Trustees of the Township, or any of them acting individually, are hereby authorized to execute an agreement with the Crestview Local School District providing for the payments set forth in this Section 5.

Section 6. There is hereby established within the Township Treasury a township public improvement tax increment equivalent fund (the "Tax Increment Fund") into which shall be deposited the portion of the Service Payments which are distributed to the Township by the Van Wert County Treasurer after the payments to the Crestview Local School District as provided in Section 5 hereof. Such Fund may be combined with other funds created by resolutions of this Board authorizing other such projects. Money in the Tax Increment Fund (i) shall be used to finance the Infrastructure Improvements, and (ii) to the extent provided in further ordinances of this Board, shall be pledged to the repayment of bonds and/or notes issued to finance the Infrastructure Improvements.

Section 7. The Clerk of this Board is hereby directed to deliver, not later than fifteen (15) days after the effective date of this Resolution, a copy thereof to the Director of Development of the State of Ohio and to further deliver to such Director, not later than March 31 of each year during which the tax exemption remains in effect, a status report outlining the progress of the project herein described.

Section 8. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 9. This Resolution shall take effect and be in force from and immediately following its passage.

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OR 326 PG 0679

Passed: December 16, 2000

BOARD OF TOWNSHIP TRUSTEES  
TOWNSHIP OF TULLY  
VAN WERT COUNTY, OHIO

Attest: Deborah K Miller  
Clerk

Greg Parish Sr.  
Township Trustee

Richard F. McWhorter Sr.  
Township Trustee

Lonnie McIntosh  
Township Trustee

CERTIFICATE

The undersigned Clerk hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Trustees of the Township of Tully, Ohio on December 16, 2000, and that a true copy thereof was certified to the Director of Development of the State of Ohio on December 29, 2000.

Deborah K Miller  
Clerk  
Township of Tully, Ohio



OR326PG0680

EXHIBIT A

DESCRIPTION OF COMMERCIAL IMPROVEMENTS

Construction of barns, out-buildings and other related improvements related to the operation of a dairy farm and not for residential purposes.

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OR 326 PG 0681

EXHIBIT B

DESCRIPTION OF SITES

	<u>Owner Name</u>	<u>Parcel No.</u>	<u>Acreage</u>
1.	H. M. Arts	1-000448-00-00	75.1780 acres
2.	Vreba-Hoff Dairy Development LLC	1-000692-00-00	114.98 acres

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OR326PG0682

EXHIBIT C

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS

Engineering:

- Permit fees
- Surveying
- Design plans and specifications
- Right of way plans and acquisition
- Bidding and construction services

Construction:

- Rebuilding, repaving and widening of roads affected by the Real Property Improvements
- Signing (public) and striping
- Guardrail modifications
- Associated drainage improvements
- Utility relocations
- Any mitigation required as a result of the environmental studies

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Inspection:

- Inspection fees
- Material testing

2052

OR 231 PG 0307  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That, **James C. & Alice Jane Young** (husband & wife) the Grantors, for and in consideration of the sum of One and No/100 (\$1.00) Dollar to (them) be paid by the Board of the Van Wert County Commissioners, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns, a Perpetual easement and right-of-way for drainage, public highway and road purposes, in, upon and over the lands hereinafter described. Situated in the Township of Tully, Van Wert County and State of Ohio, to-wit:

Commencing at a stone and iron rod at the NE corner, NE ¼, Section 17, T-1-S, R-1-E, Tully Township, Van Wert County, Ohio;

Thence S-89°55'03.78"-W on the North line of Section 17 and being the center line of right-of-way of Feasby-Wisener Rd. #208 Twenty Four and 65/100 (24.65) feet to a point;

Thence S-00°04'56.22"-E Twenty and No/100 (20.00) feet to a point on the South right-of-way line of said Feasby-Wisener Rd. #208 and the West right-of-way line of Mentzer-Church Rd. #27 for the **PLACE OF THE BEGINNING**;

Thence S-01°04'55.82"-E on said West right-of-way line of Mentzer-Church Rd. Fifteen and No/100 (15.00) feet to a point;

Thence N-89°55'03.78"-W parallel to said section line Two Hundred Thirty Six and 75/100 (236.75) feet to a point;

Thence N-85°47'35.66"-W Two Hundred and 57/100 (200.57) feet to a point on said South right-of-way line of Road #214;

Thence N-89°55'03.78"-E on said South right-of-way line Four Hundred Thirty Six and 50/100 (436.50) feet to the place of the beginning.

Containing 0.1159 acre of land more or less and being the frt. pt. of the NE ¼, NE ¼, Section 17, Tully Township, Van Wert County, Ohio.

APPROVED  
JAMES A. KELLER  
COUNTY ENGINEER

**TO HAVE AND TO HOLD** said easement and right-of-way unto the grantee, its successors and assigns forever.

And the said Grantors, for (themselves) and (their) heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owner(s) of said premises, and are lawfully seized of the same in fee simple, and have good right and

NO TRANSFER NECESSARY

*James A. Keller* Dep. Auditor  
VAN WERT COUNTY, OHIO

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EXHIBIT

#23

OR231PG0308

full power to grant, bargain, sell and release the same in manner aforesaid, and that the same is free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, James C. & Alice Jane Young have hereunto set their hands  
this 2nd day of April, 1999.

Signed and Sealed in

Presence of:

Margaret A. Cross  
Witness  
James M. Thomas  
Witness

James C. Young  
Alice Jane Young

STATE OF Arizona, Pima COUNTY, SS:

IN WITNESS WHEREOF: James C. & Alice Jane Young

Before me, a Notary Public in and for said County and State, personally appeared 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  
Pima County, Arizona State this 2nd day of April, 1999.

OFFICIAL SEAL  
CHRISTINE K. BAKER  
Notary Public  
Pima County, Arizona  
My Commission Expires  
May 13, 2000

Christine K. Baker

Notary Public

My commission expires 5/13/2000

THIS DOCUMENT PREPARED BY:  
The Van Wert County Engineer's Department  
220 South Market Street  
Van Wert, Ohio 45891-2099  
Phone: 419-238-0210

9900002052  
Filed for Record in  
VAN WERT, OHIO  
NANCY HARTING  
On 04-06-1999 At 02:57 pm.  
CTNY EASE .00  
Vol. 231 Pg. 307 - 308

9900002052  
COUNTY ENG OFFICE

tcw\gateway\wpdocs\tut20806\t208eas1.wpd

A



## ADDENDUM:

Liabilities under the same of each and all parties hereto relating in any way to the portion or all of the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

In the event the lessee is unable to perform any of the acts to be performed by the lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the lessee can perform said act or acts.

All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

*Larry A. Bevington*  
*Sylvester J. Young*

*Sylvester J. Young* (Seal)  
 241-10-7560 (Seal)  
*Alice Young* (Seal)  
 278-40-3185 (Seal)  
 (Seal)  
 (Seal)  
 (Seal)

STATE OF *Ohio* On this *24th* day of *September* A. D. 19 *81*  
 County of *Van Wert* before me, a *Notary Public* in and for said County  
 personally appeared the said *Sylvester J. Young* and *Alice Young*  
 who acknowledged that *they* did sign and seal the foregoing instrument and that it is *their* free act and deed.  
 WITNESS my hand and *LARRY A. BEVINGTON* (Seal)  
 Notary Public, State of Ohio  
 Commission Expires April 17, 1988  
 On this *24th* day of *September* A. D. 19 *81*  
 STATE OF *Ohio* in and for said County  
 County of *Van Wert* before me, a *Notary Public*  
 personally appeared the said *Sylvester J. Young* and *Alice Young*  
 who acknowledged that *they* did sign and seal the foregoing instrument and that it is *their* free act and deed.  
 WITNESS my hand and *LARRY A. BEVINGTON* (Seal)  
 Notary Public, Justice of the Peace.

## ADDENDUM:

1. The location of well sites, tank units, pipelines and means of ingress and egress shall be with the mutual consent of both lessor and lessee.

THIS INSTRUMENT WAS PREPARED  
 BY BELDEN & BLAKE CORPORATION

125205

Acres  
 OIL, GAS, AND STORAGE LEASE  
 From

Post Office

To

BELDEN & BLAKE CORPORATION  
 7555 FREEDOM AVE., N.W.  
 NORTH CANTON, OHIO 44720

Date

19

Terms

Years

LOCATED

*Van Wert Co.*  
*October 2*  
*1981*

Rec'd for Record

*Feb 5 1981*  
*1:22 P.M.*

Recorded

*Book 1-34*  
*Page 70-71*

Book

*Carol C. Belmont*  
*County Recorder*  
*Van Wert, Ohio*

2193

OR 248 PG 1909

## AFFIDAVIT OF NONCOMPLIANCE

STATE OF OHIO

VAN WERT COUNTY SS:

James C. Young and A. Jane Young Individually and as Trustees of The James C. Young and A. Jane Young Trust, being first duly sworn according to law, depose and say that they are the owners of the following described real estate:

Beginning at an iron pin at the North Quarter Post of Section 17, T-1-S, R-1-E, Tully Township, Van Wert County, Ohio; Thence S 89 degrees 46' 26" E, along the North line of the Northeast Quarter of said Section 17, One thousand one hundred thirty-five and 97/100 (1135.97) feet to a railroad spike; Thence S 00 degrees 28' 26" E, Four hundred eighty-nine and 27/100 (489.27) feet to an iron rod; Thence S 88 degrees 38' 26" E, Three hundred forty-six and 25/100 (346.25) feet to an iron rod; Thence N 02 degrees 13' 59" E, Four hundred ninety-six and 38/100 (496.38) feet to a railroad spike on the North line of said Northeast Quarter, Thence S 89 degrees 46' 26" E, along said North line, One thousand one hundred forty-six and 24/100 (1146.24) feet to an iron rod at the Northeast corner of said Section; Thence S 00 degrees 46' 11" E, along the East line of said Northeast Quarter, One thousand three hundred one and 52/100 (1301.52) feet to an iron rod at the Southeast corner of the North Half of said Northeast Quarter; Thence N 89 degrees 46' 54" W, along the South line of said North Half of said Northeast Quarter, Two thousand six hundred seventy-one and 20/100 (2671.20) feet to an iron rod at the Southwest corner of the North Half of said Northeast Quarter; Thence N 89 degrees 54' 33" W, along the South line of the Northeast Quarter of the Northwest Quarter of said Section 17, One thousand three hundred twenty-one and 65/100 (1321.65) feet to an iron rod at the Southwest corner of the Northeast Quarter of said Northwest Quarter, Thence N 00 degrees 16' 29" E, along the West line of the Northeast Quarter of said Northwest Quarter, One thousand three hundred five and 97/100 (1305.97) feet to a railroad spike on the North line of said Northwest Quarter; Thence S 89 degrees 45' 24" E, along said North line, One thousand three hundred seventeen and 37/100 (1317.37) feet to the Place of Beginning.  
Containing 114.980 acres more or less.

APPROVED  
JAMES A. KELLER  
COUNTY ENGINEER

Subject to the following Leases:

LESSEES  
Sylvester J. Young and Alice Young,  
Husband and Wife, now deceased,  
to Belden and Blake Corporation

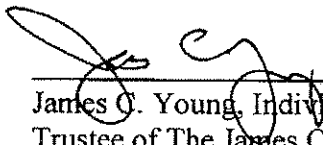
DATE OF LEASE  
09/22/81

Van Wert COUNTY RECORDS  
Recorded 10/05/81, Vol. L-34 at Page 70

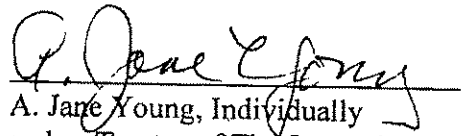
Affiants further say that they as Trustees and Individuals have owned said premises since January 15, 1987, and that since said date, there have been no payments of Lease rentals made under said Leases nor any exploration for or extraction of oil and gas on said premises nor any other action or activity upon the premises by the lessees, their heirs, successors in interest or assigns, and Affiants declare said Leases to be terminated.

Further Affiants saith naught.



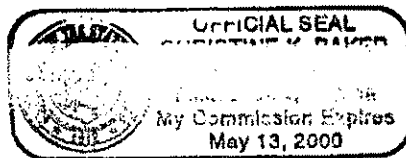
  
James C. Young, Individually and as  
Trustee of The James C. Young and  
A. Jane Young Trust

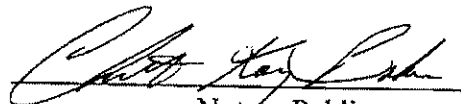
OR 248 PG 1910



A. Jane Young, Individually  
and as Trustee of The James C.  
Young and A. Jane Young Trust

Sworn to before me and subscribed in my presence this 4<sup>th</sup> day of 2000 200000002195  
2000. YOUNG, TAYLOR & YARGER



  
Notary Public

200000002195  
Filed for Record in  
VAN WERT, OHIO  
NANCY A HARTING RECORDER  
On 05-08-2000 At 03:55 pm.  
CERT/TRUST 18.00  
OR Book 248 Page 1913 - 1915

200000002193  
Filed for Record in  
VAN WERT, OHIO  
NANCY A HARTING RECORDER  
On 05-08-2000 At 03:55 pm.  
AFF/NON COM 14.00  
OR Book 248 Page 1909 - 1910

200000002193  
YOUNG TAYLOR & YARGER

This instrument prepared by Robert C. Young, Attorney at Law  
YOUNG, TAYLOR & YARGER  
120 West Main St.  
Van Wert, OH 45891  
Phone (419)238-1166

and for said parties, personally appeared Perry  
 Allison Agatha Allison to be known to be  
 the persons named in, and who executed the  
 foregoing instrument, and in due form of law  
 acknowledged the same to be their act and deed,  
 for the uses and purposes therein mentioned,  
 and desired that it might be recorded as such.

Witness our hand and seal of office at

Notary Public

William H. Hanger (Seal)  
 Notary Public

Execd. July 1, 1908 at 8-50 A.M.

Recorded, July 3, 1908.

Eli Downing Recorder

EXHIBIT

#25

William Teasby  
 to  
 The Ohio Oil Co.

In consideration  
 of the sum of one  
 and no dollars,  
 the receipt of which

is hereby acknowledged William Teasby and  
 Annie Teasby his wife of Dixon Ohio first parties  
 hereby grant unto The Ohio Oil Company, an  
 Ohio Corporation second party, its successors  
 and assigns all the oil and gas in and un-  
 der the following described premises, together with  
 the right to enter thereon a well casing for the pur-  
 pose of drilling and operating for oil, gas and wa-  
 ter, and to erect and maintain all buildings and  
 structures, and lay all pipe necessary for the pro-  
 duction and transportation of oil, gas and water  
 from said premises. Excepting and reserving, how-  
 ever, to first parties the one sixth ( $\frac{1}{6}$ ) part of  
 all oil produced and saved from said premises,  
 to be delivered in the pipe line with which  
 second party may connect its wells, namely:

All that certain lot of land situate in the Town-  
 ship of Tully County of Tazewell in the State of  
 Ohio bounded and described as follows, to wit:

Being the  $N\frac{1}{2}$  of the  $N.E.\frac{1}{4}$  and  $E.\frac{1}{2}$  of  
 the  $N.W.\frac{1}{4}$  of section 7 also the east  $\frac{1}{2}$  of the  $N.E.\frac{1}{4}$   
 and  $N.E.\frac{1}{4}$  of the  $N.E.\frac{1}{4}$  of section 8 town one N.  
 Range one E., containing 200 acres more or less.

Second party agrees, if gas only is found to  
 pay one hundred dollars each year, in advance,  
 for the product of each well while the same  
 is being used off the premises, and first party



to have gas free of cost to heat all stoves and dwell-  
ing houses during the winter season.

Whenever first party shall request it, second party shall have all oil and gas lines, and pay all damages done to growing crops by reason of being in and removing said pipe lines.

Well shall be drilled, nearer than 500 feet to the house or barn on said premises, and no well shall reach more than 200 feet.

As soon as well is completed within three months from this date, then this grant shall become null and void, unless second party shall pay to said first party seventy and <sup>100</sup>/<sub>100</sub> Dollars in advance for each three months thereafter such completion is delayed.

The second party shall have the right to use sufficient gas, oil and water, for all their operations, and also the right to remove all its properties at any time including the right to draw and remove casing.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors and assigns.

In Witness Whereof. The parties hereto have hereunto set their hands and seals this 1st day of June, A.D. 1903.

Signed, sealed and delivered  
in the presence of  
J. A. Boogel  
Wm. Singer  
C. L. Fleming  
S. C. McKnight

Will Feasby (seal)  
Annie Feasby (seal)  
The Ohio Oil Company.  
By J. C. Donnell  
First Vice President

State of Ohio }  
County of Jan. West } ss: On the 1 day of June A.D. 1903.  
before me, the subscriber a  
Notary Public in and for  
said county, personally appeared William Feasby  
and Annie Feasby to be known to be the persons  
married in, and who executed the foregoing instru-  
ment, and in due form of law acknowledged the  
same to be their act and deed, for the uses and pur-  
poses therein mentioned, and desired that it might  
be recorded as such.

Witness my hand and official seal.

Notary  
Seal

William Singer (seal)  
Notary Public

Filed, July 1, 1903 at 8:00 A.M.  
Recorded, July 3, 1903

# Know all Men by these Presents

That the undersigned, the Grantors, for and in consideration of the sum of One and no/100 Dollars (\$1.00), to them paid by the Van Wert County Commissioners, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right-of-way for ditch construction and maintenance and improvement purposes, in, upon and over the Grantors' lands hereinafter described, situated in Van Wert County, Ohio, Tully Township, Town One (1) South, Range One (1) East, and along the Sponseller Ditch, and bounded and described as follows:

✓ Carl Fegley  
Sec. 29, SE $\frac{1}{4}$  of SW $\frac{1}{4}$   
North & South Sides  
Approximately 820 feet

✗ Lelia M. Hall  
Sec. 21, NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$   
East & West Side - 3830 feet

✓ Bessie B. Freck  
Sec. 29, West  $\frac{1}{2}$  of SE $\frac{1}{4}$   
North & South Side  
Approximately 660 feet  
West Side approximately 1320 feet

✗ Lester Fensler  
Sec. 17, SE $\frac{1}{4}$  of SE $\frac{1}{4}$   
East & West Side - 1720 feet

✓ G. C. Freck & H. Weifenbach  
Sec. 29, West  $\frac{1}{2}$  of SE $\frac{1}{4}$   
East Side approximately 1320 feet

Rose Fensler  
Sec. 17, W $\frac{1}{2}$  of SE $\frac{1}{4}$   
East & West Side - 2150 feet  
✗ East & West Side, SE $\frac{1}{4}$  of NW $\frac{1}{4}$  - 1580 feet

✓ Ray Riley  
Sec. 29, West  $\frac{1}{2}$  of NE $\frac{1}{4}$   
West Side - 2640 feet

✗ Wyler Swick  
Sec. 17, SW $\frac{1}{4}$  of NE $\frac{1}{4}$  - 200 feet

✓ G. B. Rager  
Sec. 29, West  $\frac{1}{2}$  of NE $\frac{1}{4}$   
East Side 2640 feet

✗ J. C. Miller, et al.  
Sec. 17, W $\frac{1}{2}$  of NW $\frac{1}{4}$   
East & West Side - 2180 feet

✓ Joe Riley  
Sec. 20, SW $\frac{1}{4}$  of SE $\frac{1}{4}$   
East & West Side  
Approximately 1250 feet  
North & South 317 feet

✗ Margaret Klinger  
Sec. 8, SW $\frac{1}{4}$  of SW $\frac{1}{4}$   
East & West Side - 860 feet

✗ Forest & Charles Barker  
Sec. 20, SE $\frac{1}{4}$  of SW $\frac{1}{4}$   
East & West Side - 400 feet

✗ Florence Klinger  
Sec. 7, SE $\frac{1}{4}$  of SE $\frac{1}{4}$   
East & West Side - 860 feet

✓ Chester W. & Josephine Crates  
Sec. 20, SE $\frac{1}{4}$  of NE $\frac{1}{4}$  NW $\frac{1}{4}$   
NW $\frac{1}{4}$  of SW $\frac{1}{4}$   
East & West Side - 1920 feet  
North & South Side - 528 feet

✗ Alfred Long  
Sec. 7, NE $\frac{1}{4}$  of SE $\frac{1}{4}$   
East & West Side - 660 feet

EXHIBIT

#26

as shown by plans on file in the Office of the Van Wert County Engineer.

Said easement shall consist of a twelve foot wide strip along either side or both sides of said parcels owned by the Grantors herein, as designated in the description of each separate tract. This strip shall consist of a permanent easement and it shall be sodded. However, the cost of sodding and mowing shall be assumed by the Grantee herein. Further, said easement shall consist of a strip of the total width of seventy-five feet on either or both sides of said parcels owned by the Grantors herein, as designated in the description of each separate tract. This seventy-five foot strip shall be used by the Grantee herein for the construction, maintenance and repair of said ditch and for the spreading of the dirt removed from said ditch. And, such use by the Grantee herein of this entire strip shall be without any liability on the part of the Grantee for damages for the loss of any growing crops.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell and release the same in manner aforesaid, and that the same is free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned Grantors have hereunto set their hands this 27<sup>th</sup> day of Nov., in the year of our Lord one thousand nine hundred and sixty-seven.

Signed and Sealed  
in Presence of:

<u>Eileen Rice</u>	<u>Rosa E. Fensler</u>
<u>John Rutledge</u>	<u>Leota Fensler</u>
	<u>Dorothy Fensler</u>
	<u>Joe Riley</u>

Eileen Rice

Helen I. Rutledge

Almeda A. Baker

Helen Leslie

Eileen Rice

Eileen Rice

Eileen Rice

Clifford Hertel

Witnessed By:

1. G. Cae

Mary M. Hayer

Witnessed by Ron Hupp

Witnessed by Helen Leslie

Myma K. Riley

George Rager

Leola M. Rager

G. C. Freck. Myrtle Freck

Helen R. Weisbach

M. K. Swick

Edith M. Swick

Ray Riley

Mary Riley

Alfred E. Long

Lucile Long

Margaret Klinges Dominique

Charles W. Brater

Josephine Crates

Michael T. Linzer

Florence M. Klinges

Carl R. Tegley

Kris J. Trigley

J. C. Miller

Grace Miller

Bessie B. Freck

Lelia M. Hall

Lelia M. Hall

Charles Barber

Forest Barker

Ida E. Barker

My Commission Expires December 10, 1971

Before me, a Notary Public in and for said County and State, personally appeared the above-named Forrest Barker and Charles Barker, two of the Grantors, 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 Cosary, Ohio, this 22 day of November, 1967.

*My Commission Expires* 10-18-68 John Rutledge  
Notary Public

Don Griggs  
Notary Public  
DON GRIGGS, Notary Public  
Meigs County, Ohio  
My Commission expires May 27, 1971

\*\*\*\*\*

STATE OF FLORIDA, Pinellas COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Lelia M. Hall, a widow and unmarried, one of the Grantors, 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 St. Petersburg, Florida, this 8<sup>th</sup> day of February, 1968.

Betty Jo Warner  
Notary Public



My Commission Expires December 10, 1971.

81888

TO

NO TRANSFER HEREON  
Charles Barker  
VAN WERT COUNTY, OHIO

VAN WERT COUNTY, OHIO  
RECORDERS OFFICE  
Received for Record  
On 27 day of March 1968  
At 10:43 A.M.  
Recorded 27 day of March 1968  
Vol. 2 Page 1074-1074  
James A. Hall County Recorder  
Walter Deputy

1074

75054

Received of AMERICAN TELEPHONE AND TELEGRAPH COMPANY

Five----- & 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communications systems as the grantees may from time to time require, consisting of underground cables, wires, manholes, drains and splicing boxes, and surface testing-terminals, and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 9, Township 1 South, Range 1 East, more particularly described as follows:

Beginning at a point on the West line of the Southeast Quarter said Section 9, said point being North - 534 feet from the South Quarter corner of said Section 9; thence South 89 degrees 00 minutes East - 2,672 feet to a point on the East line of said Section 9, said point being North - 450 feet from the Southeast corner of said Section 9,

Township of Tully, County of Van Wert, and State of Ohio, together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within seven feet thereof, and to install gates in any fences crossing said strip. The Northerly boundary of said one rod strip shall a a line parallel to and five feet Northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems Not more than one cable shall be placed under this easement. Grantees shall repair tile to grantors satisfaction. Markers to be placed at fence and property lines.

Signed and sealed this 13th day of May, 19 65, at Payne, Ohio

Ida M. Copenhaver  
Ida M. Copenhaver, Witness

William T. Hunt  
William T. Hunt, Witness

Francis L. W. Fulk L. S.  
Guardian of Mark Eric Fulk and  
Kent Alan Fulk, minors

Francis L. W. Fulk L. S.  
Francis L. W. Fulk

Nora M. Fulk L. S.  
Nora M. Fulk

Instrument prepared by

W. C. Mitchell  
Right of Way Agent

Mary Diane Zingg L. S.  
Mary Diane Zingg

VOL

2 PAGE 181

EXHIBIT

#27

Nora M. Fulk and Mary Diane Zingg

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for  
said County and State personally appeared \_\_\_\_\_

to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires \_\_\_\_\_, 19 \_\_\_\_\_

416  
H. T. T.

11.

Received  
11/11/1965  
1965  
VAN WENT COUNTY, OHIO  
RECORDERS OFFICE  
Vol. 2 Page 11-18  
James A. Balliet  
County Recorder

Dep. Auditor  
VAN WART COUNTY, OHIO

MAY 21 1965

TRANSFERRED

75054

Vol 180 pg 776

Journal Entry - No Appeal  
Case No. 16-05 - Van Wert County  
Mora H. Fulk, et al.  
Parcel Nos. 23-WL, 23-X, 23-B

of said land and persons having interest therein, to-wit:

NAME	PLACE OF RESIDENCE
Mora H. Fulk	Payne, Ohio
Francis L. W. Fulk	Payne, Ohio
Mary Ellen Smith	632 Henry Street Huntington, Indiana
Mary Smith	Serial 9140006 M J H R O N 10 Charleston Naval Base, South Carolina
Mark Eric Fulk	Payne, Ohio
Font Alan Fulk	Payne, Ohio
Auditor of Van Wert County, Ohio	Van Wert, Ohio
Treasurer of Van Wert County, Ohio	Van Wert, Ohio

It is further ordered that upon application the Clerk of Courts pay to the above named persons as their interests may appear, the sum of six thousand four hundred and no one hundredths dollars (\$6,400.00), said sum having been deposited in this Court by the Director of Highways of the State of Ohio.

It is further ordered that a certified copy of this entry be transmitted to the County Auditor, that the County Auditor transmit same to County Recorder for recording in the Deed Records of this County, that the land-owners pay from this deposit all real property taxes of any kind due or owing and which are a lien on the above described property, and that the Director of Highways of the State of Ohio pay all court costs herein accrued and that a record be made of these proceedings according to law.

WILLIAM S. SARR  
CLERK OF COURTS  
ATTEST

JOHN J. HARRINGTON  
JUDGE

WILLIAM S. SARR  
CLERK OF COURTS  
ATTEST

VAN WERT CO. 53

John J. Harrington,  
Judge of the

Probate Court, when and for said reasons, do hereby certify that

the facts herein are true and correct.

In Official #16805

Witness my hand and seal of the Court at Van Wert, Ohio, this 12th day of May, A.D. 1947

By John J. Harrington Judge

By William S. Sarr Clerk

Page 2 of 3

EXHIBIT

#28



377-181 m

Catherine R. [illegible]

VAN WERT COUNTY, OHIO

1967  
1962  
1962  
1962

County Recorder

Deputy

100-1777

003263

201000003263  
 Filed for Record in  
 PAULDING COUNTY, OHIO  
 CAROL E TEMPLE, COUNTY RECORDER  
 11-18-2010 At 01:49 pm.  
 LEASE 108.00  
 OR Volume 541 Page 2249 - 2260

**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 October 8, 2010 (the "Effective Date"), between Kathleen A. Cadwallader and James S. Henriott as Trustees of the Dallas Lamb Foundation ("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 October 8, 2010 (the "Lease") which affects and burdens the land described in Exhibit A, attached hereto and made a part hereof (the "Property").

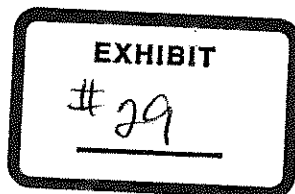
B. Wind Company desires to develop, construct and operate a commercial wind power electric generation facility consisting of wind-powered turbines and generators and other related equipment and facilities, including, without limitation, power lines and roadways for the production, collection and transmission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

Dallas Lamb Foundation - Paulding II Memorandum of Lease FINAL 030310 rev 091010

*JK*

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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.

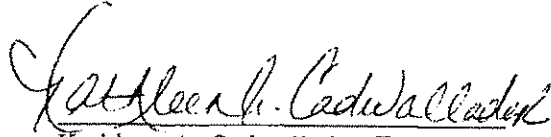
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

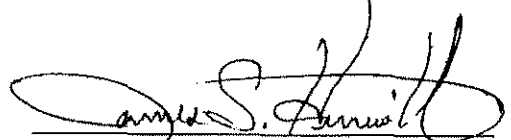
[SIGNATURES ON NEXT PAGE]



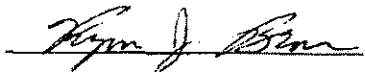
IN WITNESS WHEREOF, the Parties have executed this Memorandum as set forth below.

LANDOWNER:

  
Kathleen A. Cadwallader, Trustee of  
the Dallas Lamb Foundation

  
James S. Henriott, Trustee of the Dallas  
Lamb Foundation

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

By: 

Name: Ryan J. Brown

Title: Authorized Agent



# ACKNOWLEDGEMENTS FOR LANDOWNER

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF Paulding )

The forgoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2010,  
by Kathleen A. Cadwallader, Trustee of the Dallas Lamb Foundation.

My Commission expires: May 12, 2015

Jacquelyn Koenn  
Notary Public



JACQUELYN KOENN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires May 12, 2015

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF Paulding )

The forgoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2010,  
by James S. Henriott, Trustee of the Dallas Lamb Foundation.

My Commission expires: May 12, 2015

Jacquelyn Koenn  
Notary Public



JACQUELYN KOENN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires May 12, 2015

*Handwritten initials*

ACKNOWLEDGEMENT  
FOR WIND COMPANY

STATE OF Indiana )  
 ) ss  
COUNTY OF Marion )

The forgoing instrument was acknowledged before me this 8 day of October, 2010,  
by Ryan J. Brown as authorized agent of Paulding Wind Farm II LLC,  
a Delaware limited liability company, on behalf of the limited liability company.

My Commission expires: 10/14/2017

Beth Allison Feblon  
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

*Handwritten mark, possibly initials or a signature.*

**EXHIBIT A**Legal Description of the Property

Situated in the County of Paulding in the State of Ohio, and in the Township of Harrison and bounded and described as follows:

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, all in Section Thirty-four, Township Two North, Range One East, Paulding County, Ohio.

**Less and Except**

Situated in the Village of Payne, County of Paulding, State of Ohio, and bounded and described as follows:

A parcel of land being a part of the Northeast Quarter of Section 34, Township 2 North, Range 1 East, Harrison Township, Paulding County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the Southeast corner of the Northeast Quarter of Section 34;

Thence North 00 degrees 00 minutes 00 seconds East along the East line of the Northeast Quarter of Section 34 a distance of 1302.38 feet to a survey nail found at the point of beginning;

Thence North 89 degrees 35 minutes 07 seconds West a distance of 30.00 feet to an iron pin with reference cap found at the West right-of-way line of State Highway #49;

Thence continuing North 89 degrees 35 minutes 07 seconds West a distance of 500.00 feet to a 5/8" x 30" iron pin with reference cap set;

Thence North 00 degrees 00 minutes 00 seconds East on a line parallel with the East line of the Northeast Quarter of Section 34 a distance of 670.00 feet to a 5/8" x 30" iron pin with reference cap set;

Thence South 89 degrees 35 minutes 07 seconds east a distance of 500.00 feet to an iron pin with reference cap found on the West right-of-way line of State Highway #49;

Thence continuing South 89 degrees 35 minutes 07 seconds East a distance of 30.00 feet to a survey nail found on the centerline of State Highway #49 (East line of the Northeast Quarter of Section 34);

Thence South 00 degrees 00 minutes 00 seconds West along the East line of the Northeast Quarter of Section 34 (Centerline of State Highway #49) a distance of 670.00 feet to the point of beginning containing 8.152 acres more or less and subject to all easements and rights-of-way of record.

**Also Less and Except**

Situated in the Township of Harrison, County of Paulding, State of Ohio, and being a part of NE1/4, Section 34, Township 2 North, Range 1 East, being more fully described as follows:

Beginning at the intersection of the centerline of Main Street and centerline of State Route 49 with the North corporation line of Payne; thence from this place of beginning No.  $89^{\circ}-34'-52''$  W., 530.00 feet along the North corporation line and corporation line extended; thence due North, 600.00 feet; thence S.  $89^{\circ}-34'-52''$  E., 530.00 feet to the centerline of State Route 49; thence due South along said centerline 600.00 feet to the place of beginning, Containing in all 7.30 acres.

PIN: 17-34-001-00

*Handwritten mark*

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*").

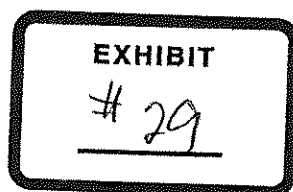
B. Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Wind Energy Lease Agreements. Assignee desires to accept such assignment of the Wind Energy Lease Agreements and has agreed to accept all of Assignor's right, title and interest to and to assume the Assignor's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

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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  
President

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Gabriel Alonso Imaz  
President

Title: \_\_\_\_\_

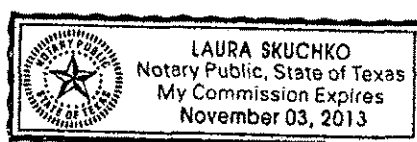


STATE OF TEXAS           )  
                                      ) ss:  
COUNTY OF HARRIS       )

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

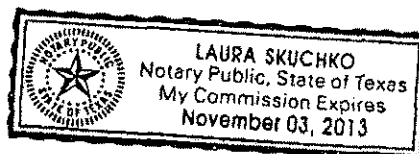


STATE OF TEXAS           )  
                                      ) ss:  
COUNTY OF HARRIS       )

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

5. Wind Energy Lease and Agreement with Grant of Easements by and between Kathleen A. Cadwallader and James S. Henriott as Trustees of the Dallas Lamb Foundation, and Paulding Wind Farm II LLC, a Delaware limited liability company dated October 8, 2010, as evidenced by Memorandum of Wind Energy Lease and Agreement with Grant of Easements of even date therewith, recorded November 18, 2010, Volume 541, Page 2249, as Document No. 201000003263, Official Public Records, Paulding County, Ohio, encumbering the following real property located in Paulding County, Ohio:

Situated in the County of Paulding in the State of Ohio, and in the Township of Harrison and bounded and described as follows:

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, all in Section Thirty-four, Township Two North, Range One East, Paulding County, Ohio.

**Less and Except**

Situated in the Village of Payne, County of Paulding, State of Ohio, and bounded and described as follows:

A parcel of land being a part of the Northeast Quarter of Section 34, Township 2 North, Range 1 East, Harrison Township, Paulding County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the Southeast corner of the Northeast Quarter of Section 34;

Thence North 00 degrees 00 minutes 00 seconds East along the East line of the Northeast Quarter of Section 34 a distance of 1302.38 feet to a survey nail found at the point of beginning; Thence North 89 degrees 35 minutes 07 seconds West a distance of 30.00 feet to an iron pin with reference cap found at the West right-of-way line of State Highway #49;

Thence continuing North 89 degrees 35 minutes 07 seconds West a distance of 500.00 feet to a 5/8" x 30" iron pin with reference cap set;

Thence North 00 degrees 00 minutes 00 seconds East on a line parallel with the East line of the Northeast Quarter of Section 34 a distance of 670.00 feet to a 5/8" x 30" iron pin with reference cap set;

Thence South 89 degrees 35 minutes 07 seconds east a distance of 500.00 feet to an iron pin with reference cap found on the West right-of-way line of State Highway #49;

Thence continuing South 89 degrees 35 minutes 07 seconds East a distance of 30.00 feet to a survey nail found on the centerline of State Highway #49 (East line of the Northeast Quarter of Section 34);

Thence South 00 degrees 00 minutes 00 seconds West along the East line of the Northeast Quarter of Section 34 (Centerline of State Highway #49) a distance of 670.00 feet to the point of beginning containing 8.152 acres more or less and subject to all easements and rights-of-way of record.

**Also Less and Except**

Situated in the Township of Harrison, County of Paulding, State of Ohio, and being a part of NE1/4, Section 34, Township 2 North, Range 1 East, being more fully described as follows:

Beginning at the intersection of the centerline of Main Street and centerline of State Route 49 with the North corporation line of Payne; thence from this place of beginning No. 89°-34'-52" W., 530.00 feet along the North corporation line and corporation line extended; thence due North, 600.00 feet; thence S. 89°-34'-52" E., 530.00 feet to the centerline of State Route 49; thence due South along said centerline 600.00 feet to the place of beginning,

Containing in all 7.30 acres.

PIN: 17-34-001-00

6. Wind Energy Lease and Agreement with Grant of Easements by and between Dinger Farms, Inc., an Ohio corporation, and Paulding Wind Farm II LLC, a Delaware limited liability company dated June 29, 2010, as evidenced by Memorandum of Wind Energy Lease and Agreement with Grant of Easements of even date therewith, recorded August 2, 2010, Volume 539, Page 1548, as Document No.201000001929, Official Public Records, Paulding County, Ohio, encumbering the following real property located in Paulding County, Ohio:

Tract 1:

Situated in the County of Paulding, State of Ohio, Township of Harrison and bounded and described as follows:

The Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-five (35), Township Two (2) North, Range One (1) East, Paulding County, Ohio, less and except therefrom the following described real-estate, to-wit:

Beginning at a point 1336.17 feet East and 77.8 feet South of the Northwest corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 35, Township 2 North, Range 1 East; thence North 264 feet; thence East 660 feet; thence South 233.6 feet; thence South Eighty-seven degrees and twenty-two minutes West 661 feet to the place of beginning.

Said tract contains 3.537 acres, more or less.