

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Columbia Title, Inc.

(File Number: 203376)

(Clinton County, Indiana)

For September 9, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Mary A. Redinbo

COMMITMENT – Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Columbia Title, Inc.

Issuing Office Address: 3930 Mezzanine Drive, Suite C, Lafayette, IN 47905

Issuing Office File Number: 203376

Property Address: * West Manson Colfax Road, Frankfort, IN 46041

Revision Number: 1

SCHEDULE A

1. Commitment Effective Date: **August 3, 2020 8:30AM**
Issue Date: August 28, 2020

2. Policy or Policies to be issued: Proposed Policy Amount
a. Owner's Policy:

Proposed Insured:

TO BE DETERMINED

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Donald C. Redinbo and Mary A. Redinbo, husband and wife
5. The Land is described as follows: See Exhibit A.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. Form C.GU.1002

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North American Title Insurance Company
1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

COMMITMENT – Schedule A

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Enter Name of Authorized Signer

Agent Name
Columbia Title, Inc., Agent

Authorized Signatory
Agent Number: **IN503**

By

North American Title Insurance Company
Emilio Fernandez
President



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COMMITMENT – Schedule B-I

SCHEDULE B Part I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
5. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s).
6. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
7. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. See below.
8. NOTE: The conveyance to be made herein is a conveyance out of three larger tracts. The Auditor of Carroll County, Indiana, may require certain information before entering the deed for taxation. The Auditor should be contacted regarding these requirements. (Parcels III, IV and V)
9. Record title was acquired by Donald C. Redinbo and Mary A. Redinbo, husband and wife, by deed recorded February 6, 2002 as Document No. 2002-1059 and deed recorded February 18, 2010 as Document No. 2010-0519. We are informed that Donald C. Redinbo is deceased. It should be shown, by a recordable affidavit or recital in the required deed of conveyance, that said spouses were husband and wife from the time they acquired title, up to and until the death of Donald C. Redinbo, and that the estate of Donald C. Redinbo was not subject to Federal Estate Tax.
10. Warranty Deed from Fee Simple Owner(s) to Proposed Insured Owner(s).
11. NOTE: A Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5 must be filed. The disclosure form must be filed with the county auditor's office prior to recording the deed.
12. Release(s) or Subordination(s) of Mortgage(s) and/or other liens as shown below. If not released or subordinated, said liens shall remain on the policy(ies) as exceptions.
13. A mortgage from Donald C. Redinbo and Mary A. Redinbo to Salin Bank and Trust Company, in the amount of _____, dated March 14, 2013 and recorded on March 25, 2014 in (instrument) 2013-1413. (Includes other real estate)

NOTE: Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.

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COMMITMENT – Schedule B-I

NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

NOTE: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. The Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.

NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted, provided the amount does not exceed \$500; see Indiana Code 27-7-3.7.

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COMMITMENT – Schedule B-II

SCHEDULE B PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests or claims that are not shown by the Public Records, but that could be ascertained by an inspection of the Land or by making an inquiry of persons in possession of the Land.
3. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
5. Any lien, or right to a lien, for services, labor or material, imposed by law and not shown by the public record.
6. Taxes and assessments for the year and all subsequent years are a lien but not yet due and payable.

7. Real estate taxes assessed in the year 2019 and payable in 2020.

Property Address: * West Manson Colfax Road, Frankfort, IN 46041

Brief legal: PT N W NE 35-21-2W 3.2925A, Clinton County

State ID Number: 12-09-35-200-007.001-013

County Parcel Number:

Land: \$5,700.00

Improvements: \$0.00

Exemptions:

Homestead: \$0.00

Homestead Supplemental: \$0.00

Mortgage: \$0.00

Other: \$0.00

Net Valuation: \$5,700.00

Spring installment of \$51.50 is Paid.

Fall installment of \$51.50 is Due.

No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.

Real estate taxes for 2020 payable in 2021, which are not yet due and payable.

8. Ditch (Robert Miller) Assessment for the year 2020 payable in 2020 in the amount of \$20.00 per installment. Spring installment is Paid and Fall installment is \$0.00.

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COMMITMENT – Schedule B-II

9. Real estate taxes assessed in the year 2019 and payable in 2020.
Property Address: * West Colfax Manson Road, Frankfort, IN 46041
Brief legal: Off PT NW NE 35-21-2W 1.6985A, Clinton County
State ID Number: 12-09-35-200-007.000-013
County Parcel Number: 009-03018-05
Land: \$3,100.00
Improvements: \$0.00
Exemptions:
Homestead: \$0.00
Homestead Supplemental: \$0.00
Mortgage: \$0.00
Other: \$0.00
Net Valuation: \$3,100.00
Spring installment of \$28.00 is Paid.
Fall installment of \$28.00 is Due.
No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.
Real estate taxes for 2020 payable in 2021, which are not yet due and payable.
10. Ditch (Robert Miller) Assessment for the year 2020 payable in 2020 in the amount of \$20.00 per installment.
Spring installment is Paid and Fall installment is \$0.00.
11. Real estate taxes assessed in the year 2019 and payable in 2020.
Property Address: * West Colfax Manson Road, Frankfort, IN 46041
Brief legal: Off PT NE 35-21-2W 20A, Clinton County
State ID Number: 12-09-35-200-008.000-013 (Parent Parcel)
County Parcel Number: 009-03018-06
Land: \$32,700.00
Improvements: \$0.00
Exemptions:
Homestead: \$0.00
Homestead Supplemental: \$0.00
Mortgage: \$0.00
Other: \$0.00
Net Valuation: \$32,700.00
Spring installment of \$295.43 is Paid.
Fall installment of \$295.43 is Due.
No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.
Real estate taxes for 2020 payable in 2021, which are not yet due and payable.
12. Ditch (Robert Miller) Assessment for the year 2020 payable in 2020 in the amount of \$20.00 per installment.
Spring installment is Paid and Fall installment is Not Paid.
13. The insured real estate is assessed as part of a larger parcel noted as the Parent Tract. The tax information contained herein applies to the entire Parent Tract and is provided to assist in calculating tax prorations, if needed.
14. Real estate taxes assessed in the year 2019 and payable in 2020.
Property Address: 5475 West Colfax Manson Road, Frankfort, IN 46041
Brief legal: Off PT NW NE 32-21-2W 8.1489A, Clinton County
State ID Number: 12-09-35-200-010.000-013 (Parent Parcel)

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COMMITMENT – Schedule B-II

County Parcel Number: 009-03018-03

Land: \$43,500.00

Improvements: \$236,700.00

Exemptions:

Homestead: \$45,000.00

Homestead Supplemental: \$77,420.00

Mortgage: \$3,000.00

Other: \$0.00

Net Valuation: \$154,780.00

Spring installment of \$1,168.98 is Paid.

Fall installment of \$1,168.98 is Due.

No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.

Real estate taxes for 2020 payable in 2021, which are not yet due and payable.

15. Ditch (Willis Lane) Assessment for the year 2020 payable in 2020 in the amount of \$24.45 per installment. Spring installment is Paid and Fall installment is \$0.00.
16. The insured real estate is assessed as part of a larger parcel noted as the Parent Tract. The tax information contained herein applies to the entire Parent Tract and is provided to assist in calculating tax prorations, if needed.
17. Real estate taxes assessed in the year 2019 and payable in 2020.
Property Address: * West Colfax Manson Road, Frankfort, IN 46041
Brief legal: Off PT NE 35-21-2W 14.607A, Clinton County
State ID Number: 12-09-35-200-004.000-013 (Parent Parcel)
County Parcel Number: 009-03018-04
Land: \$17,200.00
Improvements: \$0.00
Exemptions:
Homestead: \$0.00
Homestead Supplemental: \$0.00
Mortgage: \$0.00
Other: \$0.00
Net Valuation: \$17,200.00
Spring installment of \$213.21 is Paid.
Fall installment of \$213.21 is Due.
No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.
Real estate taxes for 2020 payable in 2021, which are not yet due and payable.
18. Ditch (Robert Miller) Assessment for the year 2020 payable in 2020 in the amount of \$20.00 per installment. Spring installment is Delinquent and Fall installment is \$0.00.
19. Additional penalties and delinquent taxes for the above described parcel number in the amount of \$2.00 are NOT PAID. Contact the Clinton County Treasurer for exact amount due.
20. Ditch (Willis Lane) Assessment for the year 2020 payable in 2020 in the amount of \$20.67 per installment. Spring installment is Paid and Fall installment is Not Paid.
21. The insured real estate is assessed as part of a larger parcel noted as the Parent Tract. The tax information contained herein applies to the entire Parent Tract and is provided to assist in calculating tax prorations, if needed.
22. Rights of parties under unrecorded leases.

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COMMITMENT – Schedule B-II

23. Rights of others in and to the use of any drains and/or ditches located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same.
24. Rights of way for drainage tiles, ditches, feeders, laterals, and swales, if any.
25. Grant of Easements from Donald C. Redinbo and Mary A. Redinbo, husband and wife, to Outland Renewable Energy LLC dated December 4, 2009 and recorded January 15, 2010 as Document No. 20100172. (Parcels I, II, IV and V)
26. Rights of the public, the State of Indiana, the County of Clinton and the municipality in and to the use of that portion of insured premises taken or used for road purposes, including utility right of way.
27. Liens on growing crops, if any.
28. This Commitment/Policy should not be construed as insuring or agreeing to insure the quantity of land as set forth in the legal description of the subject property.
29. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
30. Deleted.
31. A judgment search has been made in the name of Mary A. Redinbo, and NONE FOUND.
32. A judgment search has been made in the names of Donald C. Redinbo and Mary A. Redinbo, jointly and not individually, and NONE FOUND.

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COMMITMENT – Exhibit A

EXHIBIT A

A part of the Northeast Quarter of Section 35, Township 21 North, Range 2 West, Perry Township, Clinton County, Indiana, being that 36.14 acre parcel surveyed by Jonathan E. Hause, P.S. 20600040 and shown on a plat of survey certified on February 4, 2020 as Hause Surveying and Engineering Job Number 19S757 (all monuments herein referenced are as set or found on the aforesaid Hause Survey), being more particularly described as follows:

Commencing at a wooden fence post found marking the Northwest corner of the Northeast Quarter of said Section 35; thence South 00 degrees 19 minutes 02 seconds West 526.87 feet along the West line of the Northeast Quarter of said Section 35 to the center of the Manson-Colfax Road, said point being witnessed by a 5/8 inch diameter rebar with plastic cap stamped "REW S-0420", bearing South 00 degrees 19 minutes 02 seconds West 32.19 feet; thence North 51 degrees 16 minutes 49 seconds East 64.37 feet along the center of said Manson-Colfax Road to a point being witnessed by a 5/8 inch diameter rebar with blue plastic cap stamped "HAUSE PLS20600040" (hereafter called capped rebar) bearing South 00 degrees 19 minutes 02 seconds West 32.19 feet, said point in the center of said Manson-Colfax Road also being the Point of Beginning of this Description; thence continuing North 51 degrees 16 minutes 49 seconds East 167.69 feet along the center of said Manson-Colfax Road to a point being witnessed by a 5/8 inch diameter rebar with plastic cap stamped "REW S-0420", bearing North 89 degrees 58 minutes 49 seconds East 40.11 feet; thence North 89 degrees 58 minutes 49 seconds East 1129.80 feet to the East line of the West Half of the Northeast Quarter of said Section 35 and a found 5/8 inch diameter rebar; thence South 00 degrees 16 minutes 37 seconds West 1610.58 feet along the East line of the West Half of the Northeast Quarter of said Section 35 to a capped rebar; thence North 89 degrees 31 minutes 23 seconds West 330.00 feet to a capped rebar; thence North 00 degrees 16 minutes 37 seconds East 145.00 feet to a capped rebar; thence North 30 degrees 06 minutes 06 seconds West 150.00 feet to a capped rebar; thence North 48 degrees 04 minutes 13 seconds West 150.00 feet to a capped rebar; thence North 18 degrees 12 minutes 10 seconds West 145.00 feet to a capped rebar; thence South 89 degrees 58 minutes 49 seconds West 505.00 feet to a capped rebar; thence North 33 degrees 34 minutes 38 seconds West 120.00 feet to a capped rebar; thence South 89 degrees 58 minutes 49 seconds West 125.00 feet to a capped rebar; thence North 00 degrees 19 minutes 02 seconds East 890.00 feet to the Point of Beginning. Containing 36.14 acres, more or less.

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RECEIVED FOR RECORD

AT 1:25 P. M

JAN 15 2010

Linda A. Brommell
RECORDER, CLINTON CO. \$ 17 FEE
\$2.00 REG - \$3.00 SUPP.
J. N. M.

2010/0172 ✓

THIS INSTRUMENT DRAFTED BY:

Raymond W. Faricy, III
Lindquist & Vennum P.L.L.P.
80 South Eighth Street, Suite 4200
Minneapolis, Minnesota 55402

When Recorded Return to:

Director of Land Acquisition
Outland Renewable Energy LLC
860 Blue Gentian Road, Suite 340
Eagan, MN 55121

THIS GRANT OF EASEMENTS is made, dated and effective as of December 4, 2009 (the "Effective Date"), between **Donald C. Redinbo and Mary A. Redinbo, husband and wife** (together with their successors, assigns and heirs, "**Owner**"), and **Outland Renewable Energy LLC, a Minnesota Limited Liability Company** (together with its transferees, successors and assigns, "**Grantee**"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Grant of Easements.

1. Grant of Easement and Profits. For good and valuable consideration, the receipt of which is hereby acknowledged by Owner, Owner hereby grants, bargains, sells, conveys and warrants to Grantee, and its agents, employees, and invitees, an exclusive easement for Wind Energy Purposes (as defined in the Agreement Regarding Easements) and for any and all activities related thereto upon, over, across and under the real property of Owner located in the County of Clinton, State of Indiana and legally described on Exhibit A attached hereto and incorporated herein (the "**Property**"), together with the right to all rents, royalties, credits and profits derived from Wind Energy Purposes (as defined in the Agreement Regarding Easements) upon, over and across the Property, and together with an ingress and egress easement to and from a publicly dedicated road or street.

2. The easement granted under this Grant of Easements shall commence on the Effective Date and continue thereafter until the seventh (7th) anniversary of the Effective Date ("**Development Term**"). If during the Development Term, Grantee installs one or more wind turbines on the Property, or within the Wind Project Area (as defined in the Agreement Regarding Easements), and any such wind turbine begins delivering electricity to a power purchaser (with such date being referred to as the "**Operations Date**"), then this Grant of Easements shall automatically extend until the thirty-fifth (35th) anniversary of the Operations Date ("**Operating Term**"), in accordance with the terms specified in the Agreement Regarding Easements (as hereinafter defined).
3. If during the Development Term, a wind turbine is not installed on the Property by the end of the Development Term, but the wind energy project of Grantee that includes the Property as part of the project site has otherwise achieved commercial operation during the Development Term, then Grantee has the option to extend this Grant of Easements, in accordance with the terms specified in the Agreement Regarding Easements (as defined hereinafter) into the Operating Term. If the Grant of Easement is not extended into the Operating Term during the Development Term, then this Grant of Easement shall terminate on at the end of the Development Term.
4. Owner and Grantee shall record this Grant of Easements in the office of the Recorder and/or Registrar of Titles, as appropriate, in the county in which the Property is located. Any filing does not exhaust Grantee's right to amend, change, expand or enlarge the easements and lands included in the Wind Project Area.
5. Additional terms regarding certain payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other and other matters are stated in that certain Agreement Regarding Easements dated concurrently herewith by and between Owner and Grantee (the "Agreement Regarding Easements"). The Agreement Regarding Easements is hereby incorporated into this Grant of Easements by reference.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER: Donald C. Redinbo and Mary A. Redinbo, husband and wife.

GRANTEE:
Outland Renewable Energy, LLC

NAME: Donald C. Redinbo

Donald C. Redinbo

By: Will Broome

Name: Will Broome
Title: Land Acquisition Manager

NAME: Mary A. Redinbo

Mary A. Redinbo

I affirm, under penalties for perjury,
that I have taken reasonable care to
redact each Social Security number
in this document, unless required by
law. (name) Will Broome

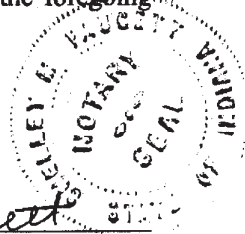
ACKNOWLEDGMENT

STATE OF INDIANA)
) SS.
COUNTY OF CLINTON)

Personally came before me this 4th day of December, 2009,
Donald C. Redinbo and Mary A. Redinbo, husband and wife, who executed the foregoing
instrument, and acknowledged the same.

(S E A L)

Name: Shelley M. Gaucett
Notary Public, State of Indiana
County of Clinton
My Commission Expires: Nov. 2014



ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2009,
_____, who executed the foregoing instrument, and acknowledged
the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

~~INDIANA~~
STATE OF ~~MINNESOTA~~
~~CLINTON~~) SS.
COUNTY OF ~~DAKOTA~~)

ACKNOWLEDGMENT

Personally came before me this 4 day of December
Will Broome, Land Acquisition Manager, who executed the foregoing instrument, and
acknowledged the same, on behalf of **Outland Renewable Energy, LLC**.

(S E A L)



Name: Shelley Jaucett
Notary Public, State of Indiana
County of Clinton
My Commission Expires: Nov. 2014

EXHIBIT A

The Property

Tract #	Ref. #	Section	Township	Range	Acres
1		35	21 North	2 West	8.1489
2		35	21 North	2 West	7.8385
3		35	21 North	2 West	17.037
4		35	21 North	2 West	14.6125
Total					47.6369

Tract 1:

A part of the Northeast Quarter of Section 35, Township 21 North, Range 2 West of the Second Principal Meridian, more particularly described as follows:

From the northwest corner of said quarter, marked by the corner of a wooden headpost, proceed thence North 89 degrees 07 minutes 50 seconds East (assumed bearings) a distance of 1309.89 feet along the north line of said quarter to the north-south quarter quarter line of said quarter, marked by an iron bar; thence South 00 degrees 30 minutes 34 seconds East a distance of 1283.42 feet along said quarter-quarter line to the point of beginning, marked by an iron bar; thence (1) continue on said line a distance of 710.51 feet to an iron bar; thence (2) South 89 degrees 41 minutes 52 seconds West a distance of 500.36 feet to an iron bar; thence (3) North 00 degrees 28 minutes 15 seconds West a distance of 709.03 feet to an iron bar; thence (4) North 89 degrees 31 minutes 45 seconds East a distance of 499.88 feet to the point of beginning, containing 8.1489 acres, more or less.

Tract 2:

ALSO A part of the Northeast Quarter of Section 35, Township 21 North, Range 2 West of the Second Principal Meridian, more particularly described as follows:

From the northwest corner of said quarter, marked by the corner of a wooden headpost, proceed thence North 89 degrees 07 minutes 50 seconds East (assumed bearings) a distance of 655.52 feet along the north line of said quarter; thence South a distance of 382.54 feet to the point of beginning, marked by an iron bar; thence (1) continue on said line a distance of 896.05 feet to an iron bar; thence (2) South 89 degrees 31 minutes 45 seconds West a distance of 377.87 feet to an iron bar; thence (3) North 00 degrees 28 minutes 15 seconds West a distance of 893.80 feet to an iron bar; thence (4) North 89 degrees 12 minutes 00 seconds East a distance of 385.24 feet to the point of beginning, containing 7.8385 acres, more or less.

Tract 3:

A part of the Northeast Quarter of Section 35, Township 21 North, Range 2 West, Second Principal Meridian, more particularly described as follows:

From the northwest corner of said quarter, marked by the corner of a wooden headpost, proceed thence South 00 degrees 28 minutes 15 seconds East a distance of 526.81 feet along the west line of said quarter to the approximate centerline of the Mazon-Colfax Road, marked by a railroad spike being the point of beginning; thence (1) continue on said line a distance of 1276.69 feet to the northeasterly right-of-way of I-65, marked by an iron bar; thence (2) South 44 degrees 49 minutes 37 seconds East a distance of 248.91 feet along said right-of-way to an iron bar; thence (3) North 89 degrees 41 minutes 52 seconds East a distance of 636.92 feet to an iron bar; thence (4) North 00 degrees 28 minutes 15 seconds West a distance of 709.03 feet to an iron bar; thence (5) South 89 degrees 31 minutes 45 seconds West a distance of 590.77 feet to an iron bar; thence (6) North 00 degrees 28 minutes 15 seconds West a distance of 893.80 feet to an iron bar; thence (7) South 59 degrees 12 minutes 00 seconds West a distance of 39.96 feet to said centerline, marked by a railroad spike; thence (8) South 50 degrees 30 minutes 00 seconds West a distance of 231.97 feet along said road centerline to the point of beginning, containing 17.037 acres.

Tract 4:

A part of the Northeast Quarter of Section 35, Township 21 North, Range 2 West of the Second Principal Meridian, more particularly described as follows:

From the Northwest corner of said quarter, marked by the corner of a wooden headpost; proceed thence North 89 degrees 07 minutes 50 seconds East (assumed bearings) a distance of 1309.98 feet along the north line of said quarter to the north-south quarter-quarter line of said Northeast Quarter, marked by an iron bar; thence South 00 degrees 30 minutes 34 seconds East a distance of 383.36 feet along said quarter-quarter line to the point of beginning, marked by an iron bar; thence (1) continue on said line a distance of 900.07 feet to an iron bar; thence (2) South 89 degrees 31 minutes 45 seconds West a distance of 712.78 feet to an iron bar; thence (3) North a distance of 896.05 feet to an iron bar; thence (4) North 89 degrees 12 minutes 00 seconds East a distance of 704.82 feet to the point of beginning, containing 14.6125 acres.

Being the same land described in Deed dated January 30, 2002, to Donald C. Redinbo and wife, Mary A. Redinbo, recorded under Instrument Number 2002-1059 of the Records of Clinton County, Indiana.

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