

General Telephone Company of Michigan

RIGHT OF WAY

Received of the GENERAL TELEPHONE COMPANY OF MICHIGAN, a Michigan Corporation, whose principal offices are located at 455 East Ellis Road, Muskegon, Michigan, the sum of One Hundred Fifty Dollars (\$150.00) the receipt of which is hereby acknowledged, in consideration of which I (we) Clifford E. Weidman and Shirley J. Weidman husband and wife residing at 1448 Farver Rd. Elkton, Michigan 48731

as the sole fee owner(s), except as hereinafter so stated, hereby grant(s) and convey(s) to said Company, its successors, assigns, licensees and agents, a perpetual rod wide easement and right-of-way to construct, reconstruct, maintain and operate thereon, and/or remove therefrom, lines of communication facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress for the purpose of the easement and right-of-way granted, under, across, upon and/or over lands which I (we) own, or in which I (we) have an interest in Section 28, Township of Oliver, T. 16 N., R. 11 E., County of Huron, State of Michigan, and more fully described as follows:

The E 1/2 of the SE 1/4 except, 3 acres commencing at SE corner of sec 28, thence N along E line of said sec. 907.93' to P.O.B., thence West 312', thence N 418.92', thence E 312', thence S to P.O.B.

Said facilities to be located within the one rod wide easement described as follows: Buried telephone cables to be placed on the West side of Elkton Road, parallel with and adjacent to the road R/W as near as possible without interfering with existing buried facilities. Said cables to be placed to a depth of 30 - 42 inches (conditions permitting).

It is further agreed that no permanent structure shall be erected within this easement and that the grantee herein shall have the right to spray, trim, and/or cut down all trees and brush within this easement.

Said Company will pay for any and all damages caused by the construction or maintenance of said telephone system. THIS GRANT is hereby declared to be binding upon the heirs, successors, licensees, and assigns of the parties hereto.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 29th day of March, 19 77.

WITNESS: Henry J. Roy

Henry J. Roy

Clifford E. Weidman

Clifford E. Weidman

Robert H. Baneroff

Robert H. Baneroff

Shirley J. Weidman

Shirley J. Weidman

STATE OF MICHIGAN)
) SS HURON

On this 29th day of March, 19 77, before me, the subscriber, a Notary Public in and for Lapeer County and acting in Huron County, personally appeared Clifford E. and Shirley J. Weidman husband and wife

to me known to be the person(s), names in and who executed the within instrument as vendor and acknowledged that They executed the same as Their free act and deed for the intent and purposes therein mentioned.

My commission expires May 3, 19 78

Drafted by Robert Baneroff
391 E. Cedar St.
Inlay City, MI 48444
Notary Public Henry J. Roy

RECORDED
MAR 31 8 30 AM '77
Henry J. Roy
Notary Public
Huron County, Michigan

SE 28-16-11



STATE OF MICHIGAN-HURON COUNTY
RECORDED
SHERI L. STANTON - REGISTER OF DEEDS
06/14/2010 2:33:31 PM

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
John Deere Renewables, LLC
ATTN: Manager, Wind Administration
6400 NW 86th Street
Johnston, IA 50131

PREPARED BY:
Travis Klohs
John Deere Renewables, LLC
6400 NW 86th Street
Johnston, IA 50131

MEMORANDUM OF WIND PROJECT LEASE AND EASEMENT AGREEMENT

This Memorandum of Wind Project Lease and Easement Agreement entered into the ~~22nd~~ ^{27th} day of ~~December~~ ^{November}, 2009 by and between the following parties: **Gerald J. Deering Revocable Living Trust dated November 25, 1983 a/k/a Gerald J. Deering Trust**, with a mailing address c/o **Gerald J. Deering, Trustee, 5184 Stein Road, Elkton, MI 48731**, hereinafter referred to as "Lessor"; and **Harvest II Windfarm, LLC**, a Delaware limited liability company, of 6400 NW 86th Street, Johnston, IA, hereinafter referred to as "Lessee," have entered into a Lease upon the following described land:

"ALL OF EXHIBIT A"

Township of Oliver, County of Huron, State of Michigan:

The purpose of this Memorandum is to provide formal notice that the above-described land are subject to a Wind Project Lease and Easement Agreement between the above parties.

In witness whereof, this instrument is executed on the date first above written.

LESSOR:

Gerald J. Deering Revocable Living Trust dated November 25, 1983

Gerald J. Deering - Trustee
Gerald J. Deering, Trustee



STATE OF MICHIGAN - HURON COUNTY
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06/14/2010 10:11:07 AM

11-91-4E 35-MS-MN
11-91-4E 35



EXHIBIT A

DESCRIPTION OF PREMISES

That portion of the real property located in the Township of Oliver, Huron County, State of Michigan designated as Parcel No. 3217-034-003-00, containing 115.43 acres be the same more or less and more particularly described as follows:

The Northwest Quarter of the Southeast Quarter and the North Half of the Southwest Quarter, except the South 100 feet of the West 250 feet of the Northwest Quarter of the Southwest Quarter, all in Section 34, Township 16 North, Range 11 East. Also except the North 700 feet of the West 250 feet of the Northwest Quarter of the Southwest Quarter of said Section 34.

That portion of the real property located in the Township of Oliver, Huron County, State of Michigan designated as Parcel Nos. 3217-034-003-60 and 3217-034-003-65, containing collectively 40.00 acres be the same more or less and more particularly described as follows:

The Southeast Quarter of the Northwest Quarter of Section 34, Township 16 North, Range 11 East, except easements and rights of way of record; together with an easement for ingress and egress over the North 33 feet of the North Half of the Southwest Quarter of said Section 34.

That portion of the real property located in the Township of Oliver, Huron County, State of Michigan designated as Parcel No. 3217-028-010-00, containing 77.00 acres be the same more or less and more particularly described as follows:

The East Half of the Southeast Quarter of Section 28, Township 16 North, Range 11 East, EXCEPT: Commencing at the Southeast corner of said Section 28, thence North along the East line 907.93 feet to the point of beginning; thence West at right angles to the East line 312 feet; thence North 418.92 feet; thence East 312 feet; thence South along the East line of said Section 28, 418.92 feet to the point of beginning of the exceptions.



LIBER 1403 PAGE 396



STATE OF MICHIGAN-HURON COUNTY
RECORDED
SHERI L. STANTON - REGISTER OF DEEDS
06/13/2012 11:43:14 AM

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
Harvest II Windfarm, LLC
C/O Exelon Wind, LLC
4601 Westown Parkway, Suite 300
West Des Moines, IA 50266

PREPARED BY:
Cynthia Pederson, Assistant General Counsel
Harvest II Windfarm, LLC
C/O Exelon Wind, LLC
4601 Westown Parkway, Suite 300
West Des Moines, IA 50266

**MEMORANDUM OF AMENDED AND RESTATED WIND PROJECT LEASE
AND EASEMENT AGREEMENT**

This Memorandum of Amended and Restated Wind Project Lease and Easement Agreement entered into the 18 day of May, 2012 by and between the following parties: Gerald J. Deering, Trustee of the Gerald J. Deering Revocable Living Trust, as "Lessor"; and Harvest II Windfarm, LLC, a Delaware limited liability company, hereinafter referred to as "Lessee," have entered into a Lease upon the following described land:

"ALL OF EXHIBIT A"

The purpose of this Memorandum is to provide formal notice that the land described in Exhibit A is subject to an Amended and Restated Wind Project Lease and Easement Agreement between the above parties. The Amended and Restated Wind Project Lease and Easement Agreement amends and restates in its entirety that certain Wind Project Lease and Easement Agreement dated January 22, 2010, by and between Lessor and Harvest II Windfarm, LLC. Parties acknowledge that a prior Memorandum of Wind Project Lease and Easement Agreement was recorded on June 14, 2010 at Liber 1324 Page 688 in the Huron County Register of Deeds Office, State of Michigan, and remains in full force and effect with established priority as against other encumbrances against the property and Lessor and Lessee intend that to the fullest extent permitted by law this Memorandum of Amended and Restated Wind Project Lease and Easement Agreement shall retain the priority of such lease with respect to the land described in Exhibit A.

In witness whereof, this instrument is executed on the date first above written.



STATE OF MICHIGAN - HURON COUNTY
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11-91-43 35-95 MN
11-91-8P 35



EXHIBIT A

DESCRIPTION OF PREMISES

County	Township	Permanent Parcel Number	Range	Township	Section	Acres
Huron	Oliver	3217-034-003-00	11E	16N	34	115.43
Huron	Oliver	3217-034-003-60	11E	16N	34	12.00
Huron	Oliver	3217-034-003-65	11E	16N	34	28.00
Huron	Oliver	3217-028-010-00	11E	16N	28	77.00
Total acres be the same more or less:						232.43

That portion of the real property located in the Township of Oliver, Huron County, State of Michigan designated as Parcel No. 3217-034-003-00, containing 115.43 acres be the same more or less and more particularly described as follows:

The Northwest Quarter of the Southeast Quarter and the North Half of the Southwest Quarter, except the South 100 feet of the West 250 feet of the Northwest Quarter of the Southwest Quarter, all in Section 34, Township 16 North, Range 11 East. Also except the North 700 feet of the West 250 feet of the Northwest Quarter of the Southwest Quarter of said Section 34.

That portion of the real property located in the Township of Oliver, Huron County, State of Michigan designated as Parcel Nos. 3217-034-003-60 and 3217-034-003-65, containing collectively 40.00 acres be the same more or less and more particularly described as follows:

The Southeast Quarter of the Northwest Quarter of Section 34, Township 16 North, Range 11 East, except easements and rights of way of record; together with an easement for ingress and egress over the North 33 feet of the North Half of the Southwest Quarter of said Section 34.

That portion of the real property located in the Township of Oliver, Huron County, State of Michigan designated as Parcel No. 3217-028-010-00, containing 77.00 acres be the same more or less and more particularly described as follows:

The East Half of the Southeast Quarter of Section 28, Township 16 North, Range 11 East, EXCEPT: Commencing at the Southeast corner of said Section 28, thence North along the East line 907.93 feet to the point of beginning; thence West at right angles to the East line 312 feet; thence North 418.92 feet; thence East 312 feet; thence South along the East line of said Section 28, 418.92 feet to the point of beginning of the exceptions.

1469-117
+



LIBER 1469 PAGE 24



STATE OF MICHIGAN - HURON COUNTY
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SHERI L. STANTON - REGISTER OF DEEDS
10/07/2013 12:51:47 PM

MORTGAGE
(This Is A Future Advance Mortgage)

made by

HARVEST II WINDFARM, LLC,
a Delaware limited liability company,

as the Mortgagor,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent for the benefit of the Secured Parties,

as the Mortgagee

Dated as of September 30, 2013

NE 2-15-11

0718412-1

Fidelity National Title

001509-0001-14908-Active.14757777.2



STATE OF MICHIGAN - HURON COUNTY
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Unrecorded Wind Project Lease and Easement Agreement dated November 3, 2009 by and between Leon D. Motz and Kristen L. Motz, husband and wife, Lessors, and Harvest II Windfarm, LLC, a Delaware limited liability company, Lessee, as evidenced by Memorandum of Wind Project Lease and Easement Agreement, recorded May 19, 2010, in Liber 1322, Page 441, Register of Deeds, Huron County, Michigan.

Unrecorded Permanent Setback Waiver Easement Agreement dated November 3, 2011 by and between Leon D. Motz and Kristen L. Motz, husband and wife, Grantors, and Harvest II Windfarm, LLC, a Delaware limited liability company, Grantee as evidenced by Memorandum of Permanent Setback Waiver Easement Agreement, recorded November 28, 2011 in Liber 1378, Page 578, Register of Deeds, Huron County, Michigan.

TRACT 36

Unrecorded Lease, evidenced of record by Memorandum of Lease by and between Evelyn J. Richmond, as Lessor and Michigan Wind, L.L.C., a Michigan Limited Liability Company, as Lessee, dated February 4, 2006 and recorded March 9, 2009 in Liber 1273, Page 74, as affected by the Assignment and Assumption Agreement recorded in Liber 1380, Page 189, and modified by a certain Unrecorded Amended and Restated Wind Project Lease and Easement Agreement dated January 25, 2010 by and between Evelyn J. Richmond Agreement of Trust, dated July 9, 1980, Evelyn J. Richmond, Trustee, Lessor, and Harvest II Windfarm, LLC, a Delaware limited liability company, Lessee, as evidenced by Memorandum of Amended and Restated Wind Project Lease and Easement Agreement, recorded June 14, 2010, in Liber 1324, Page 691, Register of Deeds, Huron County, Michigan.

TRACT 37:

Unrecorded Wind Project Lease and Easement Agreement dated January 25, 2010 by and between Karl J. Deering and Patricia J. Deering, husband and wife, Lessors, and Harvest II Windfarm, LLC, a Delaware limited liability company, Lessee, as evidenced by Memorandum of Wind Project Lease and Easement Agreement, recorded May 19, 2010, in Liber 1322, Page 538, Register of Deeds, Huron County, Michigan.

TRACT 38

Unrecorded Wind Project Lease and Easement Agreement dated January 22, 2010 by and between Gerald J. Deering Revocable Living Trust dated November 25, 1983, a/k/a Gerald J. Deering Trust. Gerald J. Deering, Trustee, Lessor, and Harvest II Windfarm, LLC, a Delaware limited liability company, Lessee, as evidenced by Memorandum of Wind Project Lease and Easement Agreement, recorded June 14, 2010, in Liber 1324, Page 688, as amended by that certain Amended and Restated Project Lease and Easement Agreement, evidenced of record by Memorandum thereof recorded June 13, 2012 in Liber 1403, Page 396, Register of Deeds, Huron County, Michigan.



STATE OF MICHIGAN-HURON COUNTY
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OIL AND GAS LEASE
(Paid-up)

THIS AGREEMENT is made as of the 16th day of November, 2010, by and between Gerald J. Deering Revocable Living Trust, dated 11/25/1983
4660 Port Austin Road
Caseville, MI 48725, as Lessor and Jackfork Land, Inc., 3503 NW 63rd, Suite 103, Oklahoma City, OK 73116 hereinafter called Lessee.

1. Lessor, for and in consideration of Ten and more Dollars (\$10.00 & more), the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee, the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Huron, State of Michigan, and described as follows:

Town 16 North, Range 11 East, Township of Oliver
Section 34 : SE/4 of NW/4 excluding Westerly 928.65, Westerly 928.65 of SE/4 NW/4, NW/4 SE/4 and N/2 of SW/4; excluding South 100' of West 250' of NW/4 of SW/4, also excluding beginning at the West 1/4 corner of section, thence North 88 degrees East along East and West 1/4 line 250', thence South 700', thence west 250', thence North along West section line 700' to point of beginning.

Town 16 North, Range 11 East, Township of Oliver
Section 28 : E/2 SE/4; excluding commencing at the Southeast corner of section 28, thence North along EL 907.93' to point of beginning, thence West at angle to East line 312'. Thence North 418.92, thence East 312', thence South along East line of said section 418.92' to point of beginning part of E/2 SE/2.

See Exhibit A attached hereto and made a part hereof.

containing 232.43 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), helium, nitrogen, carbon dioxide and other gases.

2. It is agreed that this lease shall remain in force for a primary term of Ten (10) years from the date of this lease, and as long thereafter as operations are conducted upon said land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted

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NW-SW-SE 34-16-11



STATE OF MICHIGAN-HURON COUNTY
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LIBER 1442 PAGE 357



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ASSIGNMENT OF OIL AND GAS LEASES

THE STATE OF MICHIGAN §
COUNTY OF HURON §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JACKFORK LAND, INC., of 933 E. Britton Road, Oklahoma City, Oklahoma, 73114, hereinafter referred to as "Assignor," for and-in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to EXOK, Inc., of 6410 "B" N. Santa Fe, Oklahoma City, Oklahoma 73116, hereinafter referred to as "Assignee," all right title and interest of the original lessee in and to the oil and gas leases covering lands situated in Huron County, Michigan, and described in EXHIBIT "A" attached to and made a part hereof, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is made without warranty of title, either express or implied, and is subject to all terms of the subject leases and intermediate assignments thereof.

Executed this 28th day of March, 2013, but shall be effective as of the date of each individual oil and gas lease.

JACKFORK LAND, INC.

Robert S. Brock

Robert S. Brock, President

This Assignment of Oil and Gas Leases was prepared by Alix Yost, Agent for Jackfork Land, Inc., 933 East Britton Road, Oklahoma City, OK 73114.

Please Return to: Jackfork Land, Inc.
933 East Britton Road
Oklahoma City, OK 73114



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SHERI L. STANTON - REGISTER OF DEEDS
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11-91-8235
6-511WS



STATE OF MICHIGAN - HURON COUNTY
RECORDED
SHERI L. STANTON - REGISTER OF DEEDS
12/27/2011 11:29:05 AM

Drafted By and Upon
Recording, Return to:

Attn: Cynthia Pederson
Exelon Wind, LLC
4601 Westown Parkway Suite 300
West Des Moines, IA 50266

MEMORANDUM OF PERMANENT SETBACK WAIVER EASEMENT AGREEMENT

This Memorandum of Permanent Setback Waiver Easement Agreement (this "Agreement") is made this 3 day of November, 2011 (the "Effective Date"), between Harvest II Wind Farm, LLC, a Delaware limited liability company, with a mailing address of 4601 Westown Parkway Suite 300 West Des Moines, IA 50266 ("Grantee"), and Gerald J. Deering Revocable Living Trust, whose address is 4460 Port Austin Road, Caseville, Michigan, 48725 ("Grantor"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

11-91-8R 35

1. Grantor is the owner of certain real property located in Huron County, Michigan (the "Property") and more specifically described on Exhibit A hereto and incorporated herein by this reference.
2. Grantee is the developer of the Harvest II Wind Farm, LLC wind energy generation facility (the "Wind Energy Facility") located in Huron County, Michigan on, adjacent to or near the Property.
3. Easement Agreement. The Parties have entered into that certain Permanent Setback Waiver Easement Agreement dated November 3, 2011, of which this is a memorandum, for a permanent setback waiver of the requirements of the Oliver Township Zoning Ordinance, Oliver Township Michigan, as the



STATE OF MICHIGAN - HURON COUNTY
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12/27/2011 10:19:34 AM



EXHIBIT A
PROPERTY DESCRIPTION

The following described premises situated in the Township of Oliver, County of Huron, and State of Michigan:

The East half of the Southeast quarter of Section 28, Township 16 North, Range 11 East, Oliver Township, Huron County, Michigan, EXCEPT: Commencing at the Southeast corner of Section 28, thence North along the East line 907.93 feet to the point of beginning; thence West at right angles to the East line 312 feet; thence North 418.92 feet; thence East 312 feet; thence South along the East line of said Section 28, 418.92 feet to the point of beginning of the exceptions, ALSO, EXCEPT easements and rights of way of record.

PIN: 3217-028-010-00