

PRELIMINARY CERTIFICATE OF TITLE

File No. 1202479

TO: WMS Marketing Services

The undersigned hereby certifies that he has made a thorough examination of the Court House Records of Crawford County, Ohio as disclosed by the public indices for a period of 42 years prior to the date hereof, relating to the following described real estate:

SEE ATTACHED EXHIBIT A

This certificate does not purport to cover matters not of record in the Court House of Crawford County, Ohio, including rights of persons in possession, questions which a correct survey or inspection would disclose, right to file Mechanic's Liens, special taxes and assessments not shown on the County Treasurer's Tax Duplicate and zoning and other governmental regulations, or liens by the United States of State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Super Fund Amendments, and under Racketeering Influence Corrupt Organization Acts and Receivership Liens.

The undersigned further certifies that based upon said records, the fee simple title to the said premises is now vested in **Dirk A. Stineman** by deed recorded on February 28, 2020 at 1:49 p.m. in Volume 1038, Page 1679, Crawford County Records.

Said title is marketable and free from encumbrances except the following:

1. Taxes for the first half of 2019, amounting to \$938.54 are delinquent plus delinquencies for a total amount now due of \$1,032.39. Tax Parcel No. 21-0004020.001.
2. Taxes for the second half of tax year 2019, and subsequent years, amount undetermined, are a lien, but not yet due and payable.
3. Riparian Rights incident to said premises.
4. Drain Tile Easements at Deed Volume 281, Page 88 and Deed Volume 290, Page 160 and rights of others for Drain Tile Easements.
5. Right of Way to Columbia Gas of Ohio Inc. at Deed Volume 331, Page 294.
6. Oil and Gas Lease for a primary term of seven years and thereafter to Horizon Energy, received for record on February 2, 1981 in Lease Volume 32, Page 859, Crawford County Records.

NOTE: For further conditions to lease, see record. No examination was made under the estate created under the above instrument.

7. Wind Easement and Lease Agreement at OR Volume 1038, Page 961.

This instrument prepared for WMS Marketing Services, their exclusive use only. Dated at Bucyrus, Ohio, this March 5, 2020 at 8:00 a.m.



James W. Fry II, Attorney
231 S Poplar St.
Bucyrus, OH 44820
(419) 562-2278

Exhibit "A"

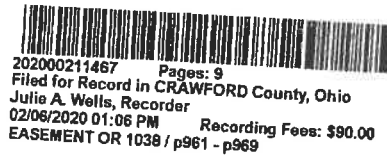
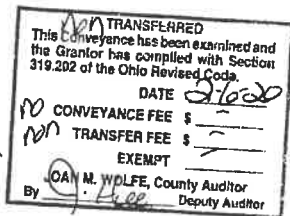
Being part of the Southwest Quarter of Section 14, Township 2 South, Range 16 East, Holmes Township, Crawford County, Ohio and being more particularly as follows:

Commencing for the same at an iron pin set at the northwest corner of the Southwest Quarter of Section 14; thence North 89° 43' 00" East a distance of 143.67 feet on the north line of said southwest quarter, to an iron pin set, which is the real place of beginning of the parcel herein described;

Thence North 89° 43' 00" East a distance of 1174.96 feet continuing on the north line of said Southwest Quarter, to an iron pin set; Thence South 00° 33' 09" East a distance of 1397.44 feet to a point; Thence North 55° 46' 22" West a distance of 754.41 feet to an iron pin set, passing an iron pin set at 143.13 feet; thence South 2° 49' 00" East a distance of 384.39 feet to an iron pin set; Thence North 87° 17' 15" East, a distance of 17.53 feet to an iron pin set; Thence South 1° 54' 00" East a distance of 363.25 feet to an iron pin set; Thence South 89° 51' 20" West a distance of 37.66 feet to an iron pin set; Thence South 00° 28' 44" East a distance of 565.73 feet to an iron pin set; Thence South 90° 00' 00" West a distance of 10.00 feet to an iron pin set; Thence South 00° 28' 44" East a distance of 107.76 feet to an iron pin set; Thence North 90° 00' 00" East a distance of 18.69 feet to an iron pin set; Thence South 00° 28' 44" East a distance of 250.00 feet to a survey nail found in the centerline of Spore-Brandywine Road passing an iron pin found 25.00 feet northerly therefore; Thence South 90° 00' 00" West a distance of 32.27 feet to a point; Thence North 00° 28' 44" West a distance of 250.00 feet to an iron pin set, passing an iron pin set at 25.00 feet; Thence South 90° 00' 00" West a distance of 16.42 feet to an iron pin set; Thence North 00° 28' 44" West a distance of 130.00 feet to an iron pin set; Thence North 90° 00' 00" East a distance of 10.00 feet to an iron pin set; Thence North 00° 28' 44" West a distance of 543.42 feet to an iron pin set; Thence South 89° 51' 20" West a distance of 110.52 feet to an iron pin set; Thence North 00° 14' 50" West a distance of 355.56 feet to an iron pin set; Thence North 87° 17' 15" East a distance of 120.33 feet to an iron pin set; Thence North 2° 49' 00" West a distance of 466.53 feet to an iron pin set; Thence North 17° 45' 59" West a distance of 48.25 feet to an iron pin set; Thence North 34° 06' 59" West a distance of 244.71 feet to an iron pin set; Thence North 32° 09' 01" a distance of 397.29 feet to an iron pin set; Thence North 28° 56' 46" West a distance of 345.62 feet to the iron pin set at the real Point of Beginning;

and containing 25.350 acres more or less, but subject to all legal easements and public rights-of-way now on record. A" pins set have caps stamped "LUTZ 6756". Basis of bearings: Assumed.

PPN: 21-0004296.000



MEMORANDUM OF WIND EASEMENT AND LEASE AGREEMENT

THIS MEMORANDUM OF WIND EASEMENT AND LEASE AGREEMENT (this "*Memorandum*") is effective as of the date of the last signature on this Memorandum (the "*Effective Date*"), by and between Donald E. Stineman and Dixie L. Stineman, a/k/a Dixie Lee Stineman, husband and wife (collectively, and together with their heirs, successors and assigns hereunder, "*Owner*"), whose address is 2466 Spore Brandywine Road, Bucyrus, OH, 44820, and Honey Creek Wind, LLC, a Delaware limited liability company, whose address is 310 4th Street NE, Suite 300, Charlottesville, VA 22902 (together with its successors and assigns hereunder, "*Lessee*").

RECITALS:

A. Owner is the owner of approximately 92.41 acres of real property situated in Holmes Township, Crawford County, Ohio, further described in Exhibit A attached to and made part of this Memorandum.

B. Owner and Lessee entered into a Wind Easement and Lease Agreement (the "*Agreement*") dated as of the Effective Date, which, among other things, sets forth the terms of an exclusive easement for wind energy generation and related uses upon, through, under, over, across and above the Property, as described in Exhibit A.

C. Owner and Lessee desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Lessee's right, title and interest in and to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Lessee do hereby state, declare, establish and agree as follows:

AGREEMENT:

1. Definitions: Names and Addresses of Owner and Lessee. Unless otherwise defined herein, all capitalized terms used in this Memorandum shall have the meanings given in the Agreement. The names and addresses of Owner and Lessee are as set forth in the preamble to this Memorandum.

2. Grant of Easement and Lease. Owner hereby grants and conveys to Lessee an exclusive easement in gross (the "Easement") with the incidents, attributes and for the purposes hereinafter described upon, through, under, over, across and above the Property. Upon delivery by Lessee of a Project Commencement Notice, this Agreement shall become, as of the Project Commencement Date, a lease between Owner and Lessee for the duration of the Term (the "Lease"), and upon such date, for the rents and upon the terms and conditions set forth herein, Owner hereby leases to Lessee the Property.

3. Purpose and Scope of Easement and Lease. The Easement and Lease are for the exclusive right to convert wind energy resources into electrical energy, collecting and transmitting the electrical energy so converted through the construction and operation of Wind Power Facilities, which is currently anticipated to consist of up to 144 Wind Turbines, Transmission Facilities, and other Improvements and Ancillary Facilities, and is currently anticipated to have an estimated generating nameplate capacity of up to 360 megawatts, though the actual number of Wind Turbines and final generating nameplate capacity could increase or decrease depending on development factors. The Easement and Lease also include the right to install Wind Power Facilities on property adjacent to the Property at a distance from the Property that is less than would otherwise be required under any applicable law, ordinance or regulation. Owner's Property line may or may not end up within the minimum setback distance required in the State of Ohio, which is currently equal to the horizontal distance, from the Wind Turbine's base to the property line of the wind farm property, equal to 1.1 times the total height of the Wind Turbine as measured from the base to the tip of the highest blade and be at least One Thousand One Hundred Twenty-Five Feet (1,125ft.) in horizontal distance from the tip of the Wind Turbine's nearest blade at ninety (90) degrees to the property line of the nearest adjacent property (this measurement is subject to change under the statute).

4. Exclusiveness. The Easement, Lease and Lessee's rights and privileges hereunder shall be exclusive with respect to the Property, and Owner covenants not to convey any other conflicting easement or conflicting rights with respect to the Property.

5. No Interference. Owner covenants and agrees that Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of the Agreement without hindrance or interruption from Owner or any other person or persons.

6. Term. The Easement shall extend for the Initial Option Period of five (5) years commencing on the Effective Date with one (1) Renewal Option Period of two (2) years. If Lessee elects to proceed with construction of the Wind Power Facilities, unless sooner

terminated by provisions contained in the Agreement, the Initial Term of the Lease shall be thirty-five (35) years commencing on the Project Commencement Date. Lessee shall have the right to renew the Initial Term of the Lease for two (2) consecutive renewal terms five (5) years each. Promptly following Lessee's delivery of a Project Commencement Notice, Owner and Lessee shall execute and cause to be recorded in the public records in the County recorder's office an amendment to this Memorandum setting forth the Project Commencement Date.

7. Assignment. Lessee has the right to assign all or a portion of its interest in the Agreement to a third party, and this Memorandum will continue to be effective with respect to any such assignment by Lessee.

8. Interpretation of this Memorandum. The Agreement is incorporated herein by this reference in its entirety for all purposes as though written out at length herein, and both the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. This Memorandum is not intended to amend, modify, supplement or supersede any of the provisions of the Agreement and, to the extent there may be any conflict or inconsistency between the Agreement and Memorandum, the Agreement shall control.

9. Successors and Assigns. The Easement and Lease shall burden the Property as the servient tenement and shall run with the Property and be binding on the Owner and all subsequent owners of the Property, whether it be transferred in whole or in part. All of the terms, covenants and conditions contained in the Agreement and this Memorandum shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

10. Counterparts. This Agreement 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 to Follow]

IN WITNESS WHEREOF, Owner and Lessee have caused this Memorandum to be executed and delivered as of the Effective Date.

"OWNER"

By: Donald E. Stineman
Name: Donald E. Stineman
Date: 10/28/19

STATE OF OHIO

COUNTY OF Crawford

The foregoing instrument was acknowledged before me this 28th day of October, 2019, by Donald E. Stineman.



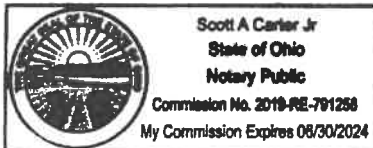
SA Carter Jr
Notary Public
Scott A. Carter Jr.
Typed or Printed
6/30/2024
Commission Expiration Date

By: Dixie L. Stineman
Name: Dixie L. Stineman, a/k/a Dixie Lee Stineman
Date: 10/28/19

STATE OF OHIO

COUNTY OF Crawford

The foregoing instrument was acknowledged before me this 28th day of October, 2019, by Dixie L. Stineman, a/k/a Dixie Lee Stineman.



SA Carter Jr
Notary Public
Scott A. Carter Jr.
Typed or Printed
6/30/2024
Commission Expiration Date

"LESSEE"

**HONEY CREEK WIND, LLC, a Delaware
limited liability company**

By: Apex GCL, LLC, a Delaware limited
liability company, its sole member

By: Apex Clean Energy Holdings, LLC, a
Delaware limited liability company, its sole member

By: *Jeanine G. Wolanski*
Name: Jeanine G. Wolanski
Title: Vice President of Land Management
Date: October 30, 2019

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 30th day of October,
2019, by Jeanine G. Wolanski, the Vice President of Land Management of Apex Clean Energy
Holdings, LLC, a Delaware limited liability company, Sole Member of Apex GCL, LLC, a
Delaware limited liability company, Sole Member of Honey Creek Wind, LLC, a Delaware
limited liability company, on behalf of the company.

[SEAL]



Donna Sharpe Lenthin
Notary Public, Commonwealth of Virginia

This instrument prepared by: Eugene Lerman, Esq.
Apex Clean Energy, Inc.
310 4th Street NE, Suite 300
Charlottesville, VA 22902

Exhibit A

Description of Property

Situated in the Township of Holmes, County of Crawford, and State of Ohio, to-wit:

Tract 1:

Known as the west half of the southwest quarter of Section 14, Township 2 south, Range 16, containing 80 acres of land.

Excepting from the above outsales of frontage of 6.623 A. and more fully described in Deed Records as follows: Volume 274 Page 285; Volume 281 Page 88; Volume 288 Page 470; Volume 290 Page 160; Volume 298 Page 587; Volume 299 Page 194; Volume 303 Page 161; Volume 332 Page 97 of the Crawford County Deed Records.

For description of outsales see Plat Book 15 Page 241, Crawford County Recorder's Office.

LESS AND EXCEPT

SITUATED IN THE STATE OF OHIO, COUNTY OF CRAWFORD, TOWNSHIP OF HOLMES, SECTION 14, TOWNSHIP 2 SOUTH, RANGE 16 EAST, BEING PART OF THE SOUTHWEST QUARTER OF SAID SECTION, A 0.163 ACRE TRACT CONVEYED TO DONALD E. STINEMAN OF RECORD IN DEED BOOK 395, PAGE 235, RECORDS REFER TO THE COUNTY RECORDER'S OFFICE, CRAWFORD COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING FOR REFERENCE AT A SURVEY NAIL FOUND AT THE INTERSECTION OF CENTERLINES OF SPORE BRANDYWINE ROAD – COUNTY ROAD 31 (50 FEET IN WIDTH) AND EATON ROAD – TOWNSHIP ROAD 79 (30 FEET IN WIDTH) AND THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 89°19'50" WEST, A DISTANCE OF 1334.14 FEET WITH THE CENTERLINE OF SAID SPORE – BRANDYWINE ROAD AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER, TO A RAILROAD SPIKE FOUND ON THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89°19'50" WEST, A DISTANCE OF 608.40 FEET WITH THE CENTERLINE OF SAID SPORE – BRANDYWINE ROAD, THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A SOUTH LINE OF A TRACT CONVEYED TO JASON E. AND KAREN S. CHAPMAN OF RECORD IN OFFICIAL RECORD 936, PAGE 1540, AND A SOUTH LINE OF A TRACT CONVEYED TO DONALD E. AND DIXIE L. STINEMAN OF RECORD IN DEED BOOK 274, PAGE 285, PASSING A MAG SPIKE SET AT 447.60 FEET, TO A MAG SPIKE SET AT THE SOUTHWEST CORNER OF SAID DIXIE STINEMAN TRACT AND A SOUTHEAST CORNER OF SAID DONALD STINEMAN TRACT;

THENCE NORTH 00°11'26" EAST, A DISTANCE OF 250.00 FEET WITH AN EAST LINE OF SAID DONALD STINEMAN TRACT AND A WEST LINE OF SAID DIXIE STINEMAN TRACT, PASSING AN IRON PIN AT 25.00 FEET, TO AN IRON PIN SET AT THE NORTHWEST CORNER OF SAID DIXIE STINEMAN TRACT AND ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89°19'50" WEST, A DISTANCE OF 18.69 FEET OVER AND ACROSS SAID DONALD STINEMAN TRACT, WITH A NEW LINE, TO AN IRON PIN SET;

THENCE NORTH 00°11'26" EAST, A DISTANCE OF 107.76 FEET OVER AND ACROSS SAID DONALD STINEMAN TRACT, WITH A NEW LINE, TO AN IRON PIN SET;

THENCE SOUTH 89°19'50" EAST, A DISTANCE OF 65.89 FEET OVER AND ACROSS SAID DONALD STINEMAN TRACT, WITH A NEW LINE, TO AN IRON PIN SET;

THENCE SOUTH 00°11'26" WEST, A DISTANCE OF 107.76 FEET OVER AND ACROSS SAID DONALD STINEMAN TRACT, WITH A NEW LINE, TO AN IRON PIN SET ON THE NORTH LINE OF SAID DIXIE STINEMAN TRACT;

THENCE NORTH 89°19'50" WEST, A DISTANCE OF 47.20 WITH THE SOUTH LINE OF SAID DONALD STINEMAN TRACT AND A NORTH LINE OF SAID DIXIE STINEMAN TRACT, TO THE IRON PIN SET AT THE POINT OF BEGINNING AND CONTAINING 0.163 ACRES OF LAND, MORE OR LESS.

THE ABOVE DESCRIPTION WAS BASED ON A PLAT OF SURVEY PREPARED BY MAKEEVER AND ASSOCIATES, INC. UNDER THE DIRECT SUPERVISION OF ISAAC L. KING, P.S. PROFESSIONAL SURVEYOR NUMBER 8318, DATED JANUARY, 2017, AND IS SUBJECT TO ALL HIGHWAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

ALL BEARINGS SHOWN HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, (NAD83).

ALL IRON PINS SET ARE 5/8" O.D. X 30" LONG REINFORCING RODS WITH YELLOW PLASTIC CAPS STAMPED "MAKEEVER AND ASSOC." UNLESS OTHERWISE NOTED.

Most recent deed of record: Fiduciary Deed, Dated October 24, 1979, OR Volume 395, Page 235, Recorder's Office, Crawford County, Ohio.

Tax Parcel Reference: 210004296000 (72.354 acres)

Tracts 2 and 3:

Beginning for reference at a survey nail found at the intersection of centerlines of Spore Brandywine Road - County Road 31 (50 feet in width) and Eaton Road - Township Road 79 (30 feet in width) and the Southeast corner of the Southwest Quarter of said section;

Thence North 80 deg 19' 50" West, a distance of 1334.14 feet with the centerline of said Spore-Brandywine Road and the south line of said Southwest Quarter, to a railroad spike found on the southeast corner of the west half of said Southwest Quarter;

Thence North 89 deg 19' 50" West, a distance of 447.60 feet with the Center line of said Spore-Brandywine Road and the South line of said Southwest Quarter, and a South line of a tract conveyed to Jason E. and Karen S. Chapman of record in Official Record 936, page 1540, to a MAG Spike set at the Southeast corner of said Dixie Stineman Tract, said MAG spike set also being the point of beginning;

Thence continuing North 89 deg 19' 50" West, a distance of 160.80 feet with the center of said Spore-Brandywine Road, the South line of said Southwest Quarter, and a South line of said Dixie Stineman Tract, to a MAG spike set at the Southwest corner of said Dixie Stineman Tract, and a Southeast corner of said Donald Stineman Tract;

Thence North 00 deg 11' 26" East, a distance of 250.00 feet with an East line of said Donald Stineman Tract and a West line of said Dixie Stineman Tract, passing an iron pin at 25.00 feet, to an iron pin set;

Thence North 89 deg 19' 50" West, a distance of ~~183.69~~ 183.69 feet over and across said Donald Stineman Tract, with a new line, to an iron pin set;

Thence North 00 deg 11' 26" East, a distance of 107.76 feet over and across said Donald Stineman Tract, with a new line, to an iron pin set;

Thence South 89 deg 19' 50" East, a distance of 65.89 feet over and across said Donald Stineman Tract, with a new line, to an iron pin set;

Thence South 00 deg 11' 26" West, a distance of 107.76 feet over and across said Donald Stineman Tract, with a new line, to an iron pin set on the North line of said Dixie Stineman Tract;

Thence South 89 deg 19' 50" East, a distance of 113.60 feet with the South line of said said Donald Stineman Tract and a North line of said Dixie Stineman Tract, to an iron pin set at the Northeast corner of said Dixie Stineman Tract and the Northwest corner of said Chapman Tract;

Thence South 00 deg 11' 26" West, a distance of 250.00 feet with the East line of said Dixie Stineman Tract and the West line of said Chapman Tract, passing a MAG spike set at 225.00 feet, to the MAG spike set at the point of beginning and containing 1.086 acres of land more or less.

The above description was based on a plat of survey prepared by Makeever and Associates, Inc. under the direct supervision of Isaac L King, Professional Surveyor Number, passing a MAG spike set at 225.00 feet, to the MAG spike set at the point of beginning and containing 1.086 acres of land more or less.

The above description was based on a plat of survey prepared by Makeever and Associates, Inc. under the direct supervision of Isaac L King, Professional Surveyor Number 8318 dated January, 2017. All bearings shown herein are based on the Ohio State Plane coordinated system, North Zone, (NAD83)

Most recent deed of record: Warranty Deed, Dated April 20, 2017, OR Volume 1022, Page 2759, Recorder's Office, Crawford County, Ohio.

Tax Parcel References: 210004297000 (0.923 acres)
210004296001 (0.163 acres)

Tract 4:

Being a part of the Southeast Quarter of Section 15, T.-2-S., R.-16E., and more particularly described as follows: Commencing at a survey nail set at the intersection of the centerline of State Route 19 with the centerline of Spore-Brandywine Road (C.R. 31); which centerline is also the south line of the Southeast Quarter of Section 15; thence North 38° 52' West along the centerline of State Route 19 a distance of 489.21 feet to a railroad spike set at the northwest corner of a 8.47 acre tract as recorded in Plat Book 12, Page 92, the place of beginning; thence North 38° 36' 30" West along the centerline of State Route 19 a distance of 784.69 feet to a railroad spike set; thence South 89° 42' 30" East a distance of 1609.18 feet to a 5/8 inch rod set with cap on the east line of the Southeast Quarter of Section 15; thence South 0° 19' West along the east line of said Southeast Quarter a distance of 600.42 feet to a point, being the northeast corner of the aforementioned 8.47 acre tract, passing over a 5/8 inch iron rod set with cap at 598.42 feet; thence South 89° 45' 54" West along the north line of said 8.47 acre tract a distance of 1116.21 feet to the place of beginning.

The above described area contains 18.97 acres based upon a survey by Randolph Strauch, Ohio Registered Surveyor Number 6193, dated 24 December 1984, but is subject to all legal highways and easements of record.

Bearings are based upon an assumed direction of Due West for the south line of the Southeast Quarter of Section 15.

The Plat for the above described premises is recorded in Volume 27 Page 717 .

Except taxes and special assessments for the year 1984 payable in 1985 which the grantor agrees to pay.

Said premises are subject to easements and restrictions of record especially the easement to Northeastern Farm Bureau Electric Co-Operative recorded in Volume 154 Page 512.

Most recent deed of record: Deed, Dated December 28, 1984, OR Volume 414, Page 154, Recorder's Office, Crawford County, Ohio.

Tax Parcel Reference: 210004020001 (18.97 acres)

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

202000211467

APEX CLEAN ENERGY INC
310 4TH ST NE
SUITE 300
CHARLOTTESVILLE, VA 22902