

Cover page for:

Preliminary Title Insurance Schedules

(with copies of recorded easement documents)

Preliminary title insurance schedules prepared by:

Vermilion County Title

(File Number: 203634)

Note: The parcel numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of the auction (including bidding and all bid packet documents), the auction tracts are identified by the tract numbers used in the auction brochure and the auction tract map (Exhibit A) in the bid packets. The parcel numberings are cross-referenced in the tables below.

Prelim. Title Parcel Numbers	Auction Tract Numbers
1	1, 3, 4, 5, 6
2	2
3	7, 8, 9
4	10, 11, 12, 13, 14

For March 19, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

G.R.D. Limited Partnership, *et al.*



Transaction Identification Data for reference only:

Issuing Agent: **VERMILION COUNTY TITLE, INC.**
Issuing Office: **112 NORTH VERMILION ST., DANVILLE, IL 61832**
ALTA Universal ID:
Loan ID Number:
Commitment Number: **203634**
Issuing Office File Number: **203634**
Property Address:
Revision Number:

SCHEDULE A

1. Commitment Date: **02/11/20 at 08:00.00 a.m.**
2. Policy to be issued: Proposed Policy Amount:
 (a) ALTA Owner's Policy 2006 **\$10,000.00**
 Proposed Insured:
 To Come
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
 (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:
 See added page for title finding.
5. The Land is described as follows:
 Parcel 1:
 The West Half of the Southwest Quarter of the Northwest Quarter of Section 32; the West Half of the Northwest Quarter of the Southwest Quarter of Section 32; the Southeast Quarter of the Northeast Quarter of Section 31; the Northeast Quarter of the Southeast Quarter of Section 31; all in Township 23 North, Range 12 West of the 2nd P.M., situated in Vermilion County, Illinois.
 ALSO
 The South 47 acres of the East Half of the Southeast Quarter of Section 32, Township 23 North, Range 12 West of the 2nd P.M.,
 See Continuation Sheet

Agent Name: **Vermilion County Title**

By: _____
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

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SCHEDULE A
Legal Description (Continued)

File No.: 203634

situated in Vermilion County, Illinois

ALSO

The Southwest Quarter of Section 29, Township 21 North, Range 13 West of the 2nd P.M., situated in Vermilion County, Illinois.

Parcel 2:

Lots 5, 6, 11 and 12, being the South Half of the Northwest Quarter and the North Half of the Southwest Quarter of School Subdivision of Section 16 Township 20 North, Range 13 West of the 2nd P.M., situated in Vermilion County, Illinois.

Parcel 3:

All that part of the Southeast Quarter of Section 26, Township 23 North, Range 12 West of the 2nd P.M., lying West of the right of way of the C. and E.I. Railroad; ALSO the East Half of the Southwest Quarter of Section 26, Township 23 North, Range 12 West of the 2nd P.M., Excepting therefrom a parcel of land described as beginning at the Southwest corner of the East Half of said Southwest Quarter of Section 26, thence North 72 rods, thence East 10 rods, thence South 72 rods, thence West 10 rods to the place of beginning, ALSO EXCEPTING therefrom a parcel of land described as follows: Beginning at the Northeast corner of the West Half of the Southwest Quarter of Section 26, Township 23 North, Range 12 West of the 2nd P.M., thence South 88 rods, thence East to an existing fence line, thence Northeasterly along said fence line to the North line of said Southwest Quarter of said Section 26, thence West along said North line to the point of beginning, all situated in Vermilion County, Illinois, ALSO EXCEPTING THEREFROM 6.07 acres of land more or less described as follows: That part of the Southeast Quarter of Section 26, Township 23 North, Range 12 West of the 2nd P.M., Vermilion County, Illinois bounded and described as follows: Beginning at a point on the South line of said Southeast Quarter, which point is 288.74 feet East from the Southwest corner of said Southeast Quarter and running; thence North, perpendicular to said South line 575 feet, thence East, parallel with said South line 460 feet; thence South perpendicular to said South line 575 feet to said South line; and thence West along said South line 460 feet to the point of beginning situated in Vermilion County, Illinois.

AND

That part of the Northeast Quarter together with a part of the Northwest Quarter, all in Section 26, Township 23 North, Range 12 West of the 2nd P.M., Vermilion County, Illinois, bounded and described as follows: Beginning at the point of intersection of the South line of said Northeast Quarter with the Westerly right of way line of the former Chicago and Eastern Illinois Railroad and running; thence South 89 degrees 55 minutes 26 seconds West, along the South line of said Northeast Quarter and the South line of said Northwest Quarter, 1793.00 feet to the center of the North Fork of the

See Continuation Sheet



SCHEDULE A
 Legal Description (Continued)

File No.: 203634

Vermilion River; thence North 19 degrees 47 minutes 22 seconds East, along said center, 323.18 feet; thence North 40 degrees 21 minutes 52 seconds East, along said center, 262.49 feet; thence North 67 degrees 58 minutes 22 seconds East, along said center, 171.71 feet; thence North 57 degrees 59 minutes 20 seconds East, along said center, 290.69 feet; thence North 59 degrees 32 minutes 05 seconds East, along said center, 151.86 feet; thence North 70 degrees 04 minutes 49 seconds East, along said center, 210.58 feet; thence North 38 degrees 46 minutes 15 seconds East, along said center, 501.53 feet; thence North 41 degrees 26 minutes 07 seconds East, along said center, 292.24 feet; thence North 31 degrees 21 minutes 13 seconds East, along said center, 161.74 feet; thence North 57 degrees 45 minutes 48 seconds East, along said center, 327.53 feet to a point on said Westerly right of way line of railroad; thence South 09 degrees 03 minutes 41 seconds West, along said Westerly line, 112.96 feet to a point of curve in said line; thence Southwesterly along said Westerly line, said line being here the arc of a circle, having a radius of 6541.53 feet and a chord of 1140.74 feet bearing South 04 degrees 03 minutes 33 seconds West, an arc distance of 1142.19 feet; and thence South 00 degrees 56 minutes 34 seconds East, along said Westerly line, 542.53 feet to the point of beginning, situated in Vermilion County, Illinois.

ALSO

Grantors and Grantees do further agree that the premises subject to this deed also includes a private bridge located West of the railroad right of way which spans the North Fork of the Vermilion River, which span connects the premises subject to this agreement, to the property to the North and West, which is referred to as the "adjacent premises" (which "adjacent premises" are not conveyed by this deed) and described as follows: All that part of the Northeast Quarter of Section 26, lying West of the right of way of the Chicago and Eastern Illinois Railroad; the East Half of the Northwest Quarter of Section 26; all that part of the Northwest Quarter of the Northwest Quarter of Section 26, lying East of the center of the Chicago State Road; 4 acres and 8 rods off of the North end of that part of the Southwest Quarter of the Northwest Quarter of Section 26 lying East of the center of the Chicago State Road, all in Township 23 North, Range 12 West of the 2nd P.M., Vermilion County, Illinois; excepting therefrom: That part of the Northwest Quarter of said Section 26, as follows: Commencing at an iron pin found at the Northwest corner of said Quarter Section; thence East along the North line of said Section 534.1 feet to the center line of the pavement of State Bond Issue Route 1; thence South 00 degrees 00 minutes 00 seconds (Assumed bearing) along said center line 808.87 feet to a point; thence East at right angles to said center line 51.98 feet to a point on the Easterly right of way line of said road for a place of beginning; thence South 85 degrees 57 minutes 50 seconds East a distance of 734.11 feet; thence South 74 degrees 16 minutes 02 seconds East a

See Continuation Sheet



SCHEDULE A
Legal Description (Continued)

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distance of 338.00 feet; thence South 03 degrees 03 minutes 07 seconds West a distance of 97.00 feet; thence North 86 degrees 56 minutes 53 seconds West a distance of 212.00 feet; thence South 01 degree 22 minutes 23 seconds West a distance of 54.00 feet; thence North 86 degrees 49 minutes 00 seconds West a distance of 828.65 feet to said East right of way line; thence North 02 degrees 55 minutes 14 seconds West along said right of way line, 237.13 feet to the point of beginning; and also excepting therefrom: That part of the Northeast Quarter, together with a part of the Northwest Quarter, all in Section 26, Township 23 North, Range 12 West of the 2nd P.M., Vermilion County, Illinois, bounded and described as follows: Beginning at the point of intersection of the South line of said Northeast Quarter with the Westerly right of way line of the former Chicago and Eastern Illinois Railroad and running; thence South 89 degrees 55 minutes 26 seconds West, along the South line of said Northeast Quarter and the South line of said Northwest Quarter 1793.00 feet to the center of the North Fork of the Vermilion River; thence North 19 degrees 47 minutes 22 seconds East, along said center, 323.18 feet; thence North 40 degrees 21 minutes 52 seconds East along said center, 262.49 feet; thence North 67 degrees 58 minutes 22 seconds East, along said center 171.71 feet; thence North 57 degrees 59 minutes 20 seconds East, along said center 290.69 feet; thence North 59 degrees 32 minutes 05 seconds East, along the said center, 151.86 feet; thence North 70 degrees 04 minutes 49 seconds East, along said center, 210.58 feet; thence North 38 degrees 46 minutes 15 seconds East, along said center, 501.53 feet; thence North 41 degrees 26 minutes 07 seconds East, along said center, 292.24 feet; thence North 31 degrees 21 minutes 13 seconds East, along said center 161.74 feet; thence North 57 degrees 45 minutes 48 seconds East, along said center, 327.53 feet to a point on said Westerly right of way line of railroad; thence South 09 degrees 03 minutes 41 seconds West, along said Westerly line, 112.96 feet to a point of curve in said line; thence Southwesterly along said Westerly line, said line being here the arc of a circle, having a radius of 6541.53 feet; and a chord of 1140.74 feet bearing South 04 degrees 03 minutes 33 seconds West, an arc distance of 1142.19 feet; and thence South 00 degrees 56 minutes 34 seconds East, along said Westerly line, 542.53 feet to the point of beginning, situated in Vermilion County, Illinois.

Parcel 4:

The West Half of the Southeast Quarter of Section 27, Township 23 North, Range 11 West of the 2nd P.M., situated in Vermilion County, Illinois.

ALSO

The South Half of the Northwest Quarter of Section 27, Township 23 North, Range 11 West of the 2nd P.M., EXCEPT the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, situated in

See Continuation Sheet



SCHEDULE A
Legal Description (Continued)

File No.: 203634

Vermilion County, Illinois.

ALSO

The Northwest Quarter of the Northwest Quarter of Section 27, Township 23 North, Range 11 West of the 2nd P.M., EXCEPT the right of way of the Chicago, Milwaukee and St. Paul Railroad Company, situated in Vermilion County, Illinois.

ALSO

All that part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 23 North, Range 11 West of the 2nd P.M., lying West of a line parallel to and 83 feet West, measured at right angles from the center line of the present Chicago, Terre Haute and Southeastern Railway Company's Southbound main track, situated in Vermilion County, Illinois.

EXCEPTING FROM THE ABOVE PARCEL 4 any part thereof conveyed to Grant Township for highway purposes in Right of Way recorded April 1, 1999 as Document Numbers 99-3737, 99-3738, and 99-3739.



SCHEDULE B, PART I
Requirements

File No.: **203634**

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. 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.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

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AMERICAN
LAND TITLE
ASSOCIATION



Schedule B-I



SCHEDULE B, PART II
Exceptions

File No.: **203634**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, 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:

General Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
8. **General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.**
P.I.N. No.: 03-32-100-003-0021 - GRTR 0827
NOTE: Taxes for the year 2018 are assessed in the amount of \$551.90 and are posted Paid.
NOTE: According to the records in the County Collector's Office the premises contain: 20.00 acres; AND the noted current Exemptions are: None.
(Affects part parcel 1)
9. **General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.**
P.I.N. No.: 03-32-300-001-0021 - GRTR 0833
NOTE: Taxes for the year 2018 are assessed in the amount of \$532.30 and are posted Paid.
NOTE: According to the records in the County Collector's Office the
See Continuation Sheet

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SCHEDULE B, PART II
Exceptions (Continued)

File No.: 203634

premises contain: 20.00 acres; AND the noted current Exemptions are:
None.

(Affects part parcel 1)

10. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 03-31-200-003-0021 - GRTR 0813

NOTE: Taxes for the year 2018 are assessed in the amount of \$1,032.76 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 40.00 acres; AND the noted current Exemptions are: None.

(Affects part parcel 1)

11. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 03-31-400-002-0021 - GRTR 0818

NOTE: Taxes for the year 2018 are assessed in the amount of \$919.12 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 40.00 acres; AND the noted current Exemptions are: None.

(Affects part parcel 1)

12. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 03-32-400-003-0021 - GRTR 0835

NOTE: Taxes for the year 2018 are assessed in the amount of \$529.52 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 20.00 acres; AND the noted current Exemptions are: None.

(Affects part parcel 1)

13. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 03-32-400-004-0021 - GRTR 0836

NOTE: Taxes for the year 2018 are assessed in the amount of \$332.70 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 13.5 acres; AND the noted current Exemptions are: None.

(Affects part parcel 1)

14. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 03-32-400-005-0021 - GRTR 0837

NOTE: Taxes for the year 2018 are assessed in the amount of \$357.02

See Continuation Sheet



SCHEDULE B, PART II
Exceptions (Continued)

File No.: 203634

and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 13.5 acres; AND the noted current Exemptions are: None.

(Affects part parcel 1)

15. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 12-29-300-002-0021 - PLT 0486

NOTE: Taxes for the year 2018 are assessed in the amount of \$3,473.94 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 159.47 acres; AND the noted current Exemptions are: None.

(Affects part parcel 1)

16. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 16-16-100-006-0021 - PLT 0280

NOTE: Taxes for the year 2018 are assessed in the amount of \$1,618.78 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 79.65 acres; AND the noted current Exemptions are: None.

(Affects part parcel 2)

17. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 16-16-100-004-0021 - PLT 0281

NOTE: Taxes for the year 2018 are assessed in the amount of \$769.32 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 39.67 acres; AND the noted current Exemptions are: None.

(Affects part parcel 2)

18. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.

P.I.N. No.: 16-16-300-002-0021 - PLT 0286

NOTE: Taxes for the year 2018 are assessed in the amount of \$788.72 and are posted Paid.

NOTE: According to the records in the County Collector's Office the premises contain: 40.00 acres; AND the noted current Exemptions are: None.

(Affects part parcel 2)

See Continuation Sheet



SCHEDULE B, PART II
Exceptions (Continued)

File No.: 203634

19. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.
P.I.N. No.: 03-26-200-003-0021 - GRTR 0749A
NOTE: Taxes for the year 2018 are assessed in the amount of \$1,139.98 and are posted Paid.
NOTE: According to the records in the County Collector's Office the premises contain: 38.19 acres; AND the noted current Exemptions are: None.
(Affects part parcel 3)
20. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.
P.I.N. No.: 03-26-300-015-0021 - GRTR 0761A
NOTE: Taxes for the year 2018 are assessed in the amount of \$2,296.50 and are posted Paid.
NOTE: According to the records in the County Collector's Office the premises contain: 58.00 acres; AND the noted current Exemptions are: None.
(Affects part parcel 3)
21. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.
P.I.N. No.: 03-26-400-004-0021 - GRTR 0763B
NOTE: Taxes for the year 2018 are assessed in the amount of \$2,931.92 and are posted Paid.
NOTE: According to the records in the County Collector's Office the None.
(Affects part parcel 3)
22. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.
P.I.N. No.: 04-27-400-003-0021 - GRTR 0332
NOTE: Taxes for the year 2018 are assessed in the amount of \$5,585.32 and are posted Paid.
NOTE: According to the records in the County Collector's Office the premises contain: 192.4 acres; AND the noted current Exemptions are: None.
(Affects part parcel 4)
23. General Real Estate Taxes for the years 2019 and 2020 are not yet due and payable.
P.I.N. No.: 04-22-300-003-0021 - GRTR 0293
NOTE: Taxes for the year 2018 are assessed in the amount of \$355.96 and are posted Paid.
NOTE: According to the records in the County Collector's Office the premises contain: 13.00 acres; AND the noted current Exemptions are: None.
(Affects part parcel 4)

See Continuation Sheet



SCHEDULE B, PART II
Exceptions (Continued)

File No.: 203634

24. REDACTED

(Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.)

25. Rights of the Public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.

26. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.

27. Terms, powers, provisions and limitations of partnership agreement under which title is held.

28. Upon a conveyance of the land we must be furnished the following:
(a) A certified copy of proper resolution of the party in title authorizing the execution of the deed of conveyance or mortgage;
(b) Articles of Incorporation showing when the corporation originally registered with the State;
(c) Bylaws setting forth the duties and responsibilities of the Directors, Officers and Shareholders, and this Commitment is subject to such additional exceptions, if any, as then may be deemed necessary.

29. Grant of Easements of Invenergy Wind Development, LLC its successors and assigns, for an exclusive easement for wind energy purposes and for any and all activities related thereto, as contained in Grant of Easements dated February 11, 2009 and recorded June 9, 2009 as Document No. 09-5270.
FIRST AMENDMENT dated March 5, 2012 and recorded March 22, 2012 as Document No. 12-2484.
ASSIGNMENT AND ASSUMPTION AGREEMENT dated April 27, 2012 and recorded My 1, 2012 as Document No. 12-3897 and refiled June 29, 2012 as Document No. 12-5629.
(Affects Southwest Quarter of Section 29 of parcel 1)

30. Grant of Easements of Invenergy Wind Development, LLC its successors and assigns, for an exclusive easement for wind energy purposes and for any and all activities related thereto, as contained in Grant of Easements dated February 11, 2009 and recorded June 9, 2009 as Document No. 09-5267.
FIRST AMENDMENT dated March 5, 2012 and recorded March 22, 2012 as Document No. 12-2483.
ASSIGNMENT AND ASSUMPTION AGREEMENT dated April 27, 2012 and recorded My 1, 2012 as Document No. 12-3897 and refiled June 29, 2012 as

See Continuation Sheet



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II
Exceptions (Continued)

File No.: 203634

Document No. 12-5629
(Affects parcel 2)

END SCHEDULE B.

Prepared For:
Angie Vance, Schrader Real Estate and Auction Company, Inc.

ADDED PAGE

CHICAGO TITLE INSURANCE COMPANY

File Number: **203634**

Title Finding:

Parcel 1:

G.R.D. Limited Partnership, an Indiana Limited Partnership

Parcel 2:

GRD Limited Partnership, an Indiana Limited Partnership

Parcel 3:

**Tiprad Broadcasting Co. Inc. as to 42% interest and
GRD Limited Partnership, an Indiana limited partnership as to 58%
interest**

Parcel 4:

**GRD Limited Partnership, an Indiana Limited Partnership, as to 58%
interest and Tiprad Broadcasting Co. Inc., as to 42% interest**

**VERMILION COUNTY
TITLE, INC.**

NAME OF AGENT

(217) 442-0510

PHONE NUMBER

112 NORTH VERMILION ST.

MAILING ADDRESS

DANVILLE

CITY

IL

STATE

61832

ZIP



* 0 9 - 0 5 2 7 0 6 *

09-05270

BARBARA H. YOUNG
VERMILION CO RECORDER, IL
06/09/2009 10:16:03AM
PAGES: 6

GRANT OF EASEMENTS
(the "Grant of Easements")

See Exhibit A on Page 6
Parcel Number 12-29-300-001

THIS GRANT OF EASEMENTS is made, dated and effective as of Feb. 11, 2009 (the "Effective Date"), between **G.R.D. Limited Partnership**, (together with their successors, assigns and heirs, "Owner"), and **Invenergy Wind Development LLC** (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 an exclusive easement for wind energy purposes and for any and all activities related thereto upon, over, across and under the real property of Owner located in the County of Vermilion, State of Illinois 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 upon, over and across the Property.
2. Under this Grant of Easements, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, and "any and all activities related thereto" includes, without limitation:
 - (a) determining the feasibility of wind energy conversion and other power generation on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples;
 - (b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground electrical transmission and distribution lines, communications lines, interconnections and switching stations ("Collection Facilities"), electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers and wind

measurement equipment, and related facilities and equipment (collectively "Windpower Facilities") on the Property; and

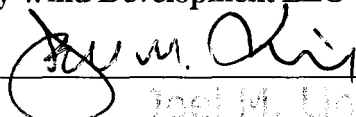
- (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) 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 ("Access Rights").
3. The easement granted under this Grant of Easements shall commence on the Effective Date and continue until the twenty fifth (25th) anniversary of the Operations Date, and may be extended for an additional period of ten (10) years at Grantee's option in accordance with the terms specified in the Agreement Regarding Easements (as hereinafter defined).
4. 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 have executed this Grant of Easements as of the date first above written.

GRANTEE:

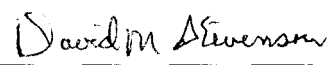
Invenergy Wind Development LLC

By: 

Name: Joel M. Link
Vice President

Title: _____

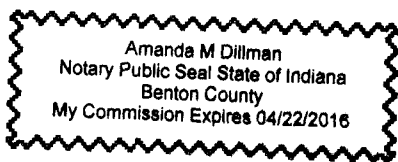
OWNER:


David M. Stevenson, General Partner

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS.
COUNTY OF Ippecanoe)

Personally came before me this 11 day of February , 2009, David M. Stevenson, who executed the foregoing instrument, and acknowledged the same.

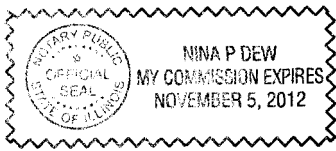


Name: Amanda M Dillman
Notary Public, State of Indiana
My Commission: 04/22/2016
Resident of Benton Co

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 26 day of March, 2009,
Seel M. Link, of Invenergy Wind Development LLC, a limited liability company, who
executed the foregoing instrument, and acknowledged the same, on behalf of **Invenergy Wind
Development LLC**.



Name: Nina P. Dew
Notary Public, State of Illinois
My Commission: 11-5-2012

RETURN RECORDED DOCUMENT TO:

Invenergy Wind Development LLC
Attn: Land Administration
One South Wacker Drive, Suite 2020
Chicago, IL 60606 312-224-1400

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.

John W. Doster II
John W. Doster II

This document prepared by and return to the Office of:
Joseph Condo, Attorney at Law, Invenergy Wind Development LLC
One South Wacker Drive, Suite 2020, Chicago, IL 60606, (312) 224-1400

EXHIBIT A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
12-29-300-001	Vermilion	21N/13W	29	160
			Total	<hr/> 160

Legal Description:

The Southwest Quarter of Section 29, Township 21 North, Range 12 West of the 2nd P.M., situated in Vermilion County, Illinois.



* 1 2 - 0 2 4 8 4 5 *

12-02484

BARBARA H. YOUNG
VERMILION CO RECORDER, IL
03/22/2012 09:45:34AM
RHSP: 10.00
PAGES: 5

PREPARED BY,
RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

c/o Invenergy Wind Development LLC
Attn: Daniel Kach, Esq.
One South Wacker Drive
Suite 1900
Chicago, IL 60606 312-582-1400

RECORDING COVER PAGE FOR

**First Amendment to Agreement Regarding Easements
between
Invenergy Wind Development LLC
and
G.R.D. Limited Partnership**

**FIRST AMENDMENT
TO AGREEMENT REGARDING EASEMENTS**

This First Amendment to Agreement Regarding Easements (this "Amendment") is entered into as of Mar 5, 2012, 2012, by and between Invenergy Wind Development LLC ("Grantee") and G.R.D. Limited Partnership ("Owner").

WITNESSETH:

WHEREAS, Grantee and Owner entered into that certain Agreement Regarding Easements dated February 11, 2009 (the "Effective Date") and that certain Grant of Easements of even date recorded on June 9, 2009, as document number 09-05270 in the official records of Vermilion County, Illinois (collectively the "Agreement"), each encumbering that certain real property located in Vermilion County, Illinois, as such property is more particularly described on Exhibit A attached hereto; and

WHEREAS, Grantee and Owner desire to amend the Agreement on the terms and conditions more particularly described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Legal Description.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
3. **Counterparts.** This Amendment may be executed in counterparts, with said counterparts being effective as originals when attached to the document with the other party's counterpart.
4. **Ratification.** Except as specifically set forth herein, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Amendment as of the day and year set forth below, with the intent that it be effective as of the Effective Date.

Grantee:

INVENERGY WIND DEVELOPMENT LLC

By: [Signature]
Name: Kevin E. Parzyck
Its: Vice President

Date: 3-1-2012

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 1st day of MARCH, 2012,
Kevin E. Parzyck, who executed the foregoing instrument, and
acknowledged the same, on behalf of Invenergy Wind Development LLC.

(S E A L)

Name: Ruth M. Nadolny
Notary Public, State of Illinois
My Commission Expires: 2/23/13

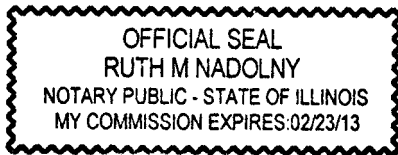


Exhibit A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
12-29-300-001	Vermilion	21N/13W	29	160
Total Rounded Acres				160

Legal Description:

THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 13 WEST OF THE 2ND PRINCIPAL MERIDIAN, SITUATED IN VERMILION COUNTY, ILLINOIS

EXCEPTING PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 13 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, THENCE SOUTH FOR 453.45 FEET ALONG THE WEST LINE OF SAID SECTION 29, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 28.44 FEET TO THE PLACE OF BEGINNING ON THE EAST RIGHT OF WAY LINE OF COUNTY HIGHWAY 11, THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS EAST FOR 5.00 FEET, THENCE SOUTH 0 DEGREES 21 MINUTES 47 SECONDS WEST FOR 150.00 FEET ALONG A LINE LYING 30 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF COUNTY HIGHWAY 11, THENCE NORTH 89 DEGREES 38 MINUTES 13 SECONDS WEST FOR 5.00 FEET, THENCE NORTH 0 DEGREES 21 MINUTES 47 SECONDS EAST FOR 150.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF COUNTY HIGHWAY 11 TO THE PLACE OF BEGINNING.



* 0 9 - 0 5 2 6 7 6 *

09-05267

BARBARA H. YOUNG
VERMILION CO RECORDER, IL
06/09/2009 10:16:00AM
PAGES: 6

GRANT OF EASEMENTS
(the "Grant of Easements")

See Exhibit A on Page 6

Parcel Number 16-16-100-002
16-16-100-003
16-16-300-002

THIS GRANT OF EASEMENTS is made, dated and effective as of Feb. 11, 2009 (the "Effective Date"), between **David M. Stevenson and Constance L. Stevenson**, (together with their successors, assigns and heirs, "Owner"), and **Invenergy Wind Development LLC** (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 an exclusive easement for wind energy purposes and for any and all activities related thereto upon, over, across and under the real property of Owner located in the County of Vermilion, State of Illinois 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 upon, over and across the Property.
2. Under this Grant of Easements, "wind energy purposes" means converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, and "any and all activities related thereto" includes, without limitation:
 - (a) determining the feasibility of wind energy conversion and other power generation on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples;
 - (b) constructing, laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground electrical transmission and distribution lines, communications lines, interconnections and switching stations ("Collection Facilities"), electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, meteorological towers and wind

measurement equipment, and related facilities and equipment (collectively "Windpower Facilities") on the Property; and

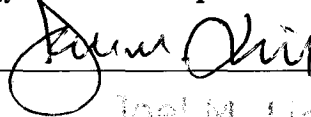
- (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including without limitation, exercising the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) 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 ("Access Rights").
3. The easement granted under this Grant of Easements shall commence on the Effective Date and continue until the twenty fifth (25th) anniversary of the Operations Date, and may be extended for an additional period of ten (10) years at Grantee's option in accordance with the terms specified in the Agreement Regarding Easements (as hereinafter defined).
4. 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 have executed this Grant of Easements as of the date first above written.

GRANTEE:

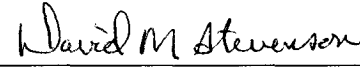
Invenergy Wind Development LLC

By: 

Name: Joel M. Link
Vice President

Title: _____

OWNER:



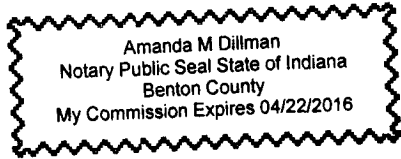
David M. Stevenson
David M Stevenson POA
~~S~~ For

Constance L. Stevenson

ACKNOWLEDGMENT

INDIANA
STATE OF ~~ILLINOIS~~)
COUNTY OF *Tipppecanoe*) SS.

Personally came before me this 11 day of February, 2009, David M. Stevenson and Constance L. Stevenson, who executed the foregoing instrument, and acknowledged the same.

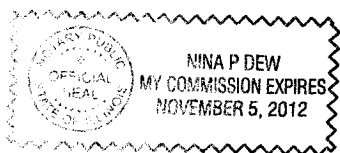


Name: Amanda M Dillman
Notary Public, State of ~~Illinois~~ Indiana
My Commission: 04/22/2014
Resident of Benton Co.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 26 day of March, 2009,
Joel W. Link, Vice President, of Invenergy Wind Development LLC, a limited liability company, who
executed the foregoing instrument, and acknowledged the same, on behalf of **Invenergy Wind
Development LLC**.



Name: Nina P. Dew
Notary Public, State of Illinois
My Commission: 11-5-2012

RETURN RECORDED DOCUMENT TO:

Invenergy Wind Development LLC
Attn: Land Administration
One South Wacker Drive, Suite 2020
Chicago, IL 60606 312-224-1400

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.

John W. Doster II
~~Marco MacBeth~~ John W. Doster II

This document prepared by and return to the Office of:
Joseph Condo, Attorney at Law, Invenergy Wind Developmnet LLC
One South Wacker Drive, Suite 2020, Chicago, IL 60606, (312) 224-1400

EXHIBIT A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
16-16-100-002	Vermilion	20N/13W	16	80
16-16-100-003	Vermilion	20N/13W	16	40
16-16-300-002	Vermilion	20N/13W	16	40
Total Rounded Acres				160

Legal Description:

Lt 5 & 12 16-16-100-002, Lt 6 16-16-100-003
Lt 11 16-16-300-002
Lots 5, 6, 11 and 12, being the South Half of the Northwest Quarter and the North Half of the Southwest Quarter of School Subdivision of Section 16 Township 20 North, Range 13 West of the 2nd P.M., situated in Vermilion County, Illinois.



* 1 2 - 0 2 4 8 3 5 *

12-02483

BARBARA H. YOUNG
VERMILION CO RECORDER, IL
03/22/2012 09:45:33AM
RHSP: 10.00
PAGES: 5

PREPARED BY,
RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

c/o Invenergy Wind Development LLC
Attn: Daniel Kach, Esq.
One South Wacker Drive
Suite 1900
Chicago, IL 60606 312-582-1400

RECORDING COVER PAGE FOR

**First Amendment to Agreement Regarding Easements
between
Invenergy Wind Development LLC
and
David M. Stevenson and Constance L. Stevenson**

**FIRST AMENDMENT
TO AGREEMENT REGARDING EASEMENTS**

This First Amendment to Agreement Regarding Easements (this "Amendment") is entered into as of 3/9/2012, 2012, by and between Invenergy Wind Development LLC ("Grantee") and David M. Stevenson and Constance L. Stevenson ("Owner").

WITNESSETH:

WHEREAS, Grantee and Owner entered into that certain Agreement Regarding Easements dated February 11, 2009 (the "Effective Date") and that certain Grant of Easements of even date recorded on June 9, 2009, as document number 09-05267 in the official records of Vermilion County, Illinois (collectively the "Agreement"), each encumbering that certain real property located in Vermilion County, Illinois, as such property is more particularly described on Exhibit A attached hereto; and

WHEREAS, Grantee and Owner desire to amend the Agreement on the terms and conditions more particularly described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Legal Description.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
3. **Counterparts.** This Amendment may be executed in counterparts, with said counterparts being effective as originals when attached to the document with the other party's counterpart.
4. **Ratification.** Except as specifically set forth herein, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Amendment as of the day and year set forth below, with the intent that it be effective as of the Effective Date.

Grantee:

INVENERGY WIND DEVELOPMENT LLC

By: *Bryan Schueler* Date: March 7, 2012
Name: Bryan Schueler
Its: Vice President

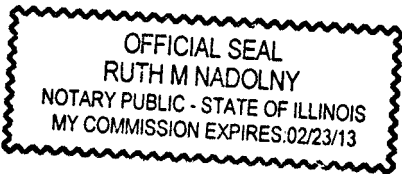
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this 7th day of March, 2012,
Bryan Schueler, who executed the foregoing instrument, and
acknowledged the same, on behalf of Invenergy Wind Development LLC.

(S E A L)

Name: *Ruth M. Nadolny*
Notary Public, State of Illinois
My Commission Expires: 2-23-13



Owner:

By: David M. Stevenson
David M. Stevenson

Date: 3/9/2012

David M. Stevenson AIF for
By: Constance L. Stevenson
Constance L. Stevenson

Date: 3/9/2012

ACKNOWLEDGMENT

Indiana
STATE OF ILLINOIS)
) SS.
COUNTY OF Tipppecanoe)

Personally came before me this 9th day of MARCH, 2012,
David M. Stevenson, who executed the foregoing instrument, and acknowledged the
same.

(S E A L)

Name: Donald G. Hauer
Notary Public, State of ~~Illinois~~ Indiana
My Commission Expires: JAN 13, 2016

ACKNOWLEDGMENT

Indiana
STATE OF ILLINOIS)
) SS.
COUNTY OF Tipppecanoe)

Personally came before me this 9th day of MARCH, 2012,
Constance L. Stevenson, who executed the foregoing instrument, and acknowledged the
same.

(S E A L)

Name: Donald G. Hauer
Notary Public, State of ~~Illinois~~ Indiana
My Commission Expires: JAN 13, 2016

Exhibit A

The Property

Schedule of Locations:

<u>Parcel Number</u>	<u>County</u>	<u>Township/ Range</u>	<u>Section</u>	<u>Acreage</u>
16-16-100-002	Vermilion	20N/13W	16	80
16-16-100-003	Vermilion	20N/13W	16	40
16-16-300-002	Vermilion	20N/13W	16	40
Total Rounded Acres				160

Legal Description:

LOT 5 OF SCHOOL SUBDIVISION, BEING THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 16; AND LOT 12 SCHOOL SUBDIVISION, BEING THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 13 WEST OF THE 2ND PRINCIPAL MERIDIAN, SITUATED IN VERMILION COUNTY, ILLINOIS.

LOT 6, OF SCHOOL SUBDIVISION, BEING THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 13 WEST OF THE 2ND PRINCIPAL MERIDIAN, SITUATED IN VERMILION COUNTY, ILLINOIS.

LOT 11, OF SCHOOL SUBDIVISION BEING THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 13 WEST OF THE 2ND PRINCIPAL MERIDIAN, SITUATED IN VERMILION COUNTY, ILLINOIS.



* 1 2 - 0 5 6 2 9 2 2 4 *

12-05629

BARBARA H. YOUNG
VERMILION CO RECORDER, IL
06/29/2012 08:31:13AM
RHSP: 10.00
PAGES: 224

This Document was Prepared by
and when Recorded, Return to:

Daniel J. Kach, Esq.
Invenergy Wind Development LLC
1 S. Wacker Dr., Suite 1900
Chicago, IL 60606



* 1 2 - 0 3 8 9 7 2 2 4 *

12-03897

BARBARA H. YOUNG
VERMILION CO RECORDER, IL
05/01/2012 10:10:12AM
RHSP: 10.00
PAGES: 224

RE-FILE

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Vermilion County)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of April 27, 2012, by Invenergy Wind Development LLC, a Delaware limited liability company ("Assignor") and California Ridge Wind Energy LLC, a Delaware limited liability company ("Assignee").

** Being rerecorded to correct the dated date of document due to scrivener's error*
RECITALS:

A. Assignor is party to those certain agreements listed on Exhibit A (the "Agreements") encumbering certain real property in Vermilion County, Illinois, pursuant to which Assignor has certain rights and obligations, including the right to develop, operate and maintain windpower generation facilities (as more particularly defined in the Agreements) on the Property.

B. In accordance with the terms hereof, the parties desire that Assignor assign all or part of its rights under the Agreements to Assignee and that Assignee assume all or part of the obligations of Assignor as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Conveyance and Assignment. Effective as of the date hereof, Assignor hereby irrevocably assigns and conveys to Assignee, all right, title and interest of Assignor in and to the Agreements with respect to the real property legally described on Exhibit B (the "Property") attached hereto and incorporated herein by this reference (the "Assigned Interests"). Assignor and Assignee acknowledge that for certain Agreements, the Property described on Exhibit B does not represent all of the real property subject to the Agreements, it being the intent of Assignor and Assignee only to transfer interests in the real property actually described on Exhibit B.

2. Acceptance and Assumption. Assignee hereby irrevocably accepts the foregoing

assignment of Assigned Interests and agrees to perform and discharge, and assume all of the obligations of Assignor under the Agreements with respect to the Assigned Interests.

3. Governing Law. The provisions of this Assignment shall be governed by and construed under the laws of the State of Illinois (without giving effect to its principles of conflict of laws).

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Exempt from Illinois Real Estate Transfer Taxes pursuant to 35 ILCS 200/31-45 subsection (e).

[Signatures are on next page]

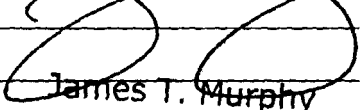
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their behalf, on the date first above written.


ASSIGNOR:

ASSIGNEE:

**INVENERGY WIND
DEVELOPMENT LLC**

CALIFORNIA RIDGE WIND ENERGY LLC

By: 
Name: James T. Murphy
Title: Vice President

By: 
Name: Steven D. Ryder
Title: Vice President

Signature Page
Assignment and Assumption Agreement
Invenergy Wind Development LLC/California Ridge Wind Energy LLC

C/113842.4

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that James T. Murphy the Vice President of INVENERGY WIND DEVELOPMENT LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notary seal this 26th day of April, 2012.

Rachel M. Olivares
Notary Public

My Commission Expires:
6/5/13



ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Steven D Ryder, the Vice President of CALIFORNIA RIDGE WIND ENERGY LLC personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notary seal this 26th day of April, 2012.

Rachel M. Olivares
Notary Public

My Commission Expires:

6/5/13



Prepared by, and
when recorded return to:
Attn: Daniel J. Kach, Assistant General Counsel
Invenergy Wind Development LLC
1 S. Wacker Dr., Suite 1900
Chicago, IL 60606

EXHIBIT A
VERMILION COUNTY REAL ESTATE DOCUMENTS

TRACT 1

HARM SCHLUTER, TRUSTEE OF THE SCHLUTER FAMILY TRUST, AS SUCCESSOR TRUSTEE TO BANK OF RANTOUL, TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED 17TH DAY OF JULY 1981, KNOWN AS TRUST NUMBER 030001019

Terms and Conditions of Agreement Regarding Easements by and between Schluter Family Trust and Invenergy Wind Development LLC, dated August 15, 2008, as evidenced by Grant of Easements dated August 15, 2008, recorded November 24, 2008, as Document No. 08-11344, and assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 2

MYRNA R. CRAIG

Terms and Conditions of Agreement Regarding Easements by and between Albert J. Franzen and Invenergy Wind Development, LLC, dated May 4, 2009, as evidenced by Grant of Easements, dated May 4, 2009, recorded July 6, 2009, as Document No. 09-06169, and amended by that certain Joinder to Agreement Regarding Easements and Grant of Easements by Marlene A. Chandler and Marsha K. Goldenstein dated March 29, 2012, recorded April 3, 2012, as Document No. 12-02886, and assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 3

SHIRLEY A. FOUREZ

Term and Conditions of Agreement Regarding Easements by and between Shirley Fourez and Invenergy Wind Development LLC, dated January 1, 2009, as evidenced by Grant of Easements dated January 1, 2009, recorded June 15, 2009, as Document No. 09-05460, and assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Easements dated January 22, 2009, recorded April 6, 2009, as Document No. 09-02957, and assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 44

BRADLEY J. LUDWIG AND SALLY A. LUDWIG, JOINT TENANTS

Terms and Conditions of Agreement Regarding Easements by and between Bradley J. Ludwig and Sally A. Ludwig and Invenergy Wind Development LLC, dated April 4, 2009, as evidenced by Grant of Easements dated April 4, 2009, recorded July 13, 2009 as Document No. 09-06422, and assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 45

G.R.D. LIMITED PARTNERSHIP

Terms and Conditions of Agreement Regarding Easements by and between G.R.D. Limited Partnership and Invenergy Wind Development, LLC, dated February 11, 2009, as evidenced by Grant of Easements dated February 11, 2009, recorded June 9, 2009 as Document No. 09-05270, as amended by that certain First Amendment to Agreement Regarding Easements by and between Invenergy Wind Development LLC and G.R.D. Limited Partnership dated March 5, 2012, recorded March 22, 2012, as Document No. 12-02484, and assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 46

VIRGINIA NELLIE MILES

Terms and Conditions of Agreement Regarding Easements by and between Virginia Nelle Miles and Invenergy Wind Development, LLC, dated January 23, 2009, as evidenced by Grant of Easements dated January 23, 2009, recorded May 7, 2009 as Document No. 09-04183, and assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge

Easements between Invenergy Wind Development LLC and David M. Stevenson and Constance L. Stevenson dated March 9, 2012, recorded March 22, 2012, as Document No. 12-02483, as assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 203

DAVID M. STEVENSON AND CONSTANCE L. STEVENSON

Terms and Conditions of Agreement Regarding Easements by and between David M. Stevenson and Constance L. Stevenson and Invenergy Wind Development LLC, dated February 11, 2009, as evidenced by Grant of Easements dated February 22, 2009, recorded June 9, 2009 as Document No. 09-05267, as amended by that certain First Amendment to Agreement Regarding Easements between Invenergy Wind Development LLC and David M. Stevenson and Constance L. Stevenson dated March 9, 2012, recorded March 22, 2012, as Document No. 12-02483, as assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 204

MARK SEIMER

Terms and Conditions of Agreement Regarding Easements by and between Mark Seimer and Invenergy Wind Development, LLC, dated December 17, 2008, as evidenced by Grant of Easements dated December 17, 2008, recorded March 5, 2009 as Document No. 09-01954, as amended by that certain First Agreement to Agreement Regarding Easements by and between Invenergy Wind Development and Mark Seimer dated April 4, 2012, recorded April 5, 2012, as Document No. 12-02981, as assigned and assumed by that certain Assignment and Assumption Agreement by and between Invenergy Wind Development LLC, a Delaware limited liability company and California Ridge Wind Energy LLC, a Delaware limited liability company, dated _____, 2012, recorded _____, 2012, as Document No. _____, 2012

Official Public Records, Vermilion County, Illinois

TRACT 205

**LINDA K. KIBLER, AS TRUSTEE OF THE KIBLER FAMILY TRUST DATED
SEPTEMBER 11, 1997**

Terms and Conditions of Agreement Regarding Easements by and between Linda K. Kibler, aka Linda K. Jensen, trustee of the Kibler Family Trust under agreement dated September 11, 1997

EXHIBIT A B
LEGAL DESCRIPTION OF VERMILION COUNTY SITES

TRACT 1

HARM SCHLUTER, TRUSTEE OF THE SCHLUTER FAMILY TRUST, AS SUCCESSOR TRUSTEE TO BANK OF RANTOUL, TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED 17TH DAY OF JULY 1981, KNOWN AS TRUST NUMBER 030001019

THE NORTH END OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 14 WEST OF THE 2ND P.M., CONTAINING 106.67 ACRES, MORE OR LESS, VERMILION COUNTY, ILLINOIS.

PIN 11-25-100-001

TRACT 2

MYRNA R. CRAIG

THE WEST HALF OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 30 ACRES THEREOF OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 14 WEST OF THE SECOND PRINCIPAL MERIDIAN, VERMILION COUNTY, ILLINOIS.

PIN 11-25-200-001

TRACT 3

SHIRLEY A. FOUREZ

THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 14, WEST OF THE 2ND P.M., SITUATED IN VERMILION COUNTY, ILLINOIS

PIN 11-25-200-002

TRACT 4

VERNON RADEMACHER

PARCEL 1

THE SOUTHWEST QUARTER, EXCEPT THE NORTH 53.33 ACRES THEREOF, OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 14 WEST OF THE 2ND PRINCIPAL MERIDIAN, VERMILION COUNTY, ILLINOIS.

PIN 11-25-300-002

PARCEL 2

THE NORTH 53.33 ACRES OF THE SOUTHWEST QUARTER AND THE SOUTH 53.33 ACRES OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH,

WEST) 148 FEET ALONG SAID WEST LINE; THENCE NORTH 89°06.6' EAST 757.45 FEET; THENCE SOUTH 00°05.2' WEST 148.0 FEET; AND THENCE SOUTH 89°06.6' WEST 754.6 FEET TO THE PLACE OF BEGINNING; ENCOMPASSING 2.568 ACRES, SITUATED IN VERMILION COUNTY, ILLINOIS.

ALSO, AN ACCESS EASEMENT LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 21 NORTH OF THE BASE LINE, RANGE 14 WEST OF THE 2ND PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 06.6 MINUTES EAST (N89°06.6' E) A DISTANCE OF 39.85 FEET ALONG THE SOUTH LINE OF SAID QUARTER; THENCE NORTH 00°53.4' WEST 39.75 FEET TO THE NORTHERLY RIGHT OF WAY OF VERMILION COUNTY HIGHWAY ROUTE 21 AND A POINT OF BEGINNING; THENCE NORTHEASTERLY 84.25 FEET ALONG A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 175.0 FEET AND A CHORD BEARING NORTH 24°02.6' EAST; THENCE NORTHEASTERLY 83.55 FEET ALONG A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 300.0 FEET AND A CHORD BEARING NORTH 29°51.4' EAST TO A POINT OF TERMINATION.

PIN 11-36-300-010 & 11-36-300-008

TRACT 44

BRADLEY J. LUDWIG AND SALLY A. LUDWIG, JOINT TENANTS

ALL OF THE FOLLOWING DESCRIBED PARCEL EXCEPT THE WEST 28 ACRES THEREOF:

PART OF THE SOUTH ½ OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 14, WEST OF THE SECOND PRINCIPAL MERIDIAN, VERMILION COUNTY, ILLINOIS, BEING FURTHER DESCRIBED AS FOLLOWS; THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION ALSO; THE EAST 15 ACRES OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION ALSO; THE WEST ½ OF THE SOUTHEAST ¼ ; EXCEPT; THE EAST 278.4 FEET THEREOF; ALSO EXCEPT ; COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 15 ACRES OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION; THENCE EAST 1000 FEET FOR A PLACE OF BEGINNING THENCE NORTH 242 FEET, THENCE EAST 300 FEET, THENCE SOUTH 242 FEET THENCE WEST TO THE PLACE OF BEGINNING, CONTAINING IN ALL 98.2 ACRES MORE OR LESS , VERMILION COUNTY, ILLINOIS

PIN 11-36-400-001

TRACT 45

G.R.D. LIMITED PARTNERSHIP

THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 13 WEST OF THE 2ND PRINCIPAL MERIDIAN, SITUATED IN VERMILION COUNTY, ILLINOIS

EXCEPTING PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 13 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, THENCE SOUTH FOR 453.45 FEET ALONG THE WEST LINE OF SAID SECTION 29, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 26.44 FEET TO THE PLACE OF BEGINNING ON THE EAST RIGHT OF WAY LINE OF COUNTY HIGHWAY 11, THENCE SOUTH 89 DEGREES 38 MINUTES 13 SECONDS EAST FOR 5.00 FEET, THENCE SOUTH 0 DEGREES 21 MINUTES 47 SECONDS WEST FOR 150.00 FEET ALONG A LINE LYING 30 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF COUNTY HIGHWAY 11, THENCE NORTH 89 DEGREES 38 MINUTES 13 SECONDS WEST FOR 5.00 FEET, THENCE NORTH 0 DEGREES 21 MINUTES 47 SECONDS EAST FOR 150.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF COUNTY HIGHWAY 11 TO THE PLACE OF BEGINNING.

PIN 12-29-300-001

TRACT 46
VIRGINIA NELLIE MILES

THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 21 NORTH, RANGE 13 WEST OF 2ND PRINCIPAL MERIDIAN, IN VERMILION COUNTY, ILLINOIS.

PIN 12-29-400-001

TRACT 46A
INTENTIONALLY DELETED NOT PARTICIPATING PARCEL

TRACT 47
VERNON RADEMACHER AND NORINE RADEMACHER, AS TENANTS IN COMMON

THE WEST 26 2/3 ACRES OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, LOCATED IN TOWNSHIP 21 NORTH, RANGE 13, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN VERMILION COUNTY, ILLINOIS

PIN 12-31-100-001

TRACT 48
TAKIFF, LLC

THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 21 NORTH, RANGE 13 WEST OF THE 2ND P.M., SITUATED IN VERMILION COUNTY, ILLINOIS.

PIN 12-31-300-001 & 12-31-300-002

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 20 NORTH, RANGE 13, WEST OF THE 2ND PRINCIPAL MERIDIAN,

ALSO

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15; AND
ALSO THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 15, AND ALSO A STRIP OF GROUND 100 FEET IN
WIDTH OFF THE EAST SIDE OF THE WEST HALF OF THE NORTHWEST QUARTER
OF THE NORTHEAST QUARTER OF SAID SECTION 15, ALL IN TOWNSHIP 20 NORTH,
RANGE 13, WEST OF THE 2ND PRINCIPAL MERIDIAN,

ALSO

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN
TOWNSHIP 20 NORTH, RANGE 13, WEST OF THE 2ND PRINCIPAL MERIDIAN, IN
VERMILION COUNTY, ILLINOIS.

PIN 16-15-400-005

TRACT 201

DWIGHT D. BOHLEN AND PATRICIA A. BOHLEN, AS JOINT TENANTS

THE NORTH HALF OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP
20 NORTH, RANGE 13, WEST OF THE 2ND PRINCIPAL MERIDIAN, IN PILOT
TOWNSHIP, VERMILION COUNTY, ILLINOIS

PIN: 16-16-100-001

TRACT 202

DAVID M. STEVENSON AND CONSTANCE L. STEVENSON

LOT 5 OF SCHOOL SUBDIVISION, BEING THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER SECTION 16: AND LOT 12 SCHOOL SUBDIVISION, BEING
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 20 NORTH, RANGE 13 WEST OF THE 2ND PRINCIPAL MERIDIAN,
SITUATED IN VERMILION COUNTY, ILLINOIS.

PIN 16-16-100-002

TRACT 203

DAVID M. STEVENSON AND CONSTANCE L. STEVENSON

LOT 6, OF SCHOOL SUBDIVISION, BEING THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 13 WEST OF
THE 2ND PRINCIPAL MERIDIAN, SITUATED IN VERMILION COUNTY, ILLINOIS.