



Received & Sealed for Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
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MARK F. FAIRCHILD
REGISTER OF DEEDS
Muskegon County Michigan
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MEMORANDUM OF LAND LEASE Kenowa Ridge Wind Project

This Memorandum of Land Lease ("Memorandum") made effective as of June 19, 2018, (the "Effective Date") by and between **Snappy Apple Enterprises, LLC**, a Michigan limited liability company (collectively hereinafter "Lessor"), whose address is 961 Newaygo Road, Casnovia, MI 49318, and **SGS DEVELOPMENT, LLC**, a Delaware limited liability company (hereinafter "Lessee"), whose address is 488 8th Avenue, HQ12S1, San Diego, CA 92101, (collectively the "Parties".)

RECITALS

A. Lessor and Lessee have entered into that certain Land Lease and Wind Easement (the "Agreement") as of the Effective Date, which affects that certain real property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Premises").

B. The Parties have executed this Memorandum and are recording the same to provide constructive notice of the Lessee's interest in the Premises, of certain easements and rights granted to Lessee in the Premises as part of the Agreement and of certain other agreements affecting the Premises during the Term of the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. Lessor has granted Lessee the exclusive right to use the Premises for constructing, installing, operating and maintaining wind energy conversion turbines, wind resource and weather measurement equipment, supporting structures, foundations and pads, footings, electrical transformers, fixtures, and storage equipment, electric distribution and transmission lines, access roads, interconnection facilities and related facilities and equipment (collectively, "Wind Facilities") on the Premises during the term of the Agreement.

2. The Agreement prohibits any obstruction to the free flow of the wind throughout the entire area of the Premises (or onto contiguous properties), which shall consist horizontally three hundred and sixty degrees (360°) from any point where any Wind Facility is or may be located at any time from time to time (each such location referred to as a ("Site")) and for

NCS910663

a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

3. Lessor has also granted to Lessee as of the Effective Date the right of access on, over and across the Premises for ingress and egress to and from its Wind Facilities and appurtenant equipment and electrical power lines whether located on the Premises or elsewhere and such additional areas of the Premises as shall be reasonably necessary to access a public roadway.

4. The Agreement provides that, during the term of the Agreement, Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to the Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to the Agreement, and Lessor shall not interfere or allow interference with the wind speed or wind direction over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Wind Facilities

5. The initial term of the Agreement is forty (40) years from the Effective Date, subject to the terms and provisions contained therein. Lessee has also been granted an option to extend the initial term for one additional 10-year period, subject to the terms of the Agreement.

6. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein. This Memorandum does not supersede or modify the provisions of the Agreement. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

7. The Premises shall be subject to the provisions set forth in the Agreement and herein, which provisions shall run with the Premises and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during the term of the Agreement and their respective heirs, successors and assigns.

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

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth below the respective signatures of Lessor and Lessee to be effective as of the Effective Date.

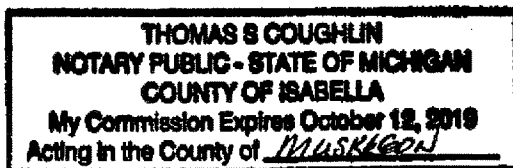
LESSOR:

Snappy Apple Enterprises, LLC,
a Michigan limited liability company

By: *Andrew Mikula* MEMBER
Name: **Andrew Mikula**, Member
Date: 6-15-18

STATE OF MICHIGAN)
) ss:
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 15TH day of JUNE, 2018, by **Andrew Mikula**, as a member of **Snappy Apple Enterprises, LLC**, a Michigan limited liability company, on behalf of the company.



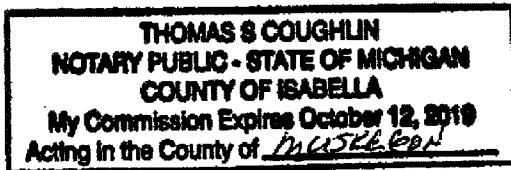
Thomas S. Coughlin
* THOMAS S. COUGHLIN
Notary Public, ISABELLA County, MI
My commission expires: OCTOBER 12, 2019

[Signatures continued on the following page.]

By: Julia Mikula
Name: **Julia Mikula**, Member
Date: 6/15/18


STATE OF MICHIGAN)
) ss:
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 15TH day of JUNE, 2018,
by **Julia Mikula**, as a member of **Snappy Apple Enterprises, LLC**, a Michigan limited liability
company, on behalf of the company.



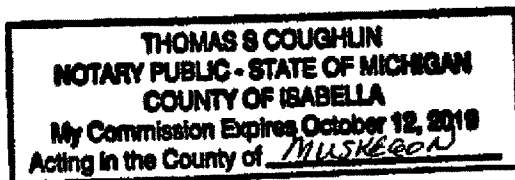
Thomas S. Coughlin
* THOMAS S. COUGHLIN
Notary Public, ISABELLA County, MI
My commission expires: OCTOBER 12, 2019


[Signatures continued on the following page.]

By: 
Name: Matthew Mikula, Member
Date: 6-15-2018

STATE OF MICHIGAN)
) ss:
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 15th day of JUNE, 2018,
by **Matthew Mikula**, as a member of **Snappy Apple Enterprises, LLC**, a Michigan limited
liability company, on behalf of the company.




* THOMAS S. COUGHLIN
Notary Public, ISABELLA County, MI
My commission expires: OCTOBER 12, 2019

[Signatures continued on the following page.]

LESSEE:

SGS DEVELOPMENT, LLC, a Delaware
limited liability company

By: [Signature]
Name: Larry S. Folks
Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

ss.

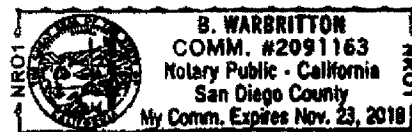
COUNTY OF San Diego

On June 19, 2018, before me, B. Warbritton,
Notary Public, personally appeared Larry S. Folks, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), on behalf of SGS Development, LLC, a Delaware limited liability
company, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Warbritton
Notary Public
Commission No.: 2091163
Expiration Date: 11-23-18



This Instrument Drafted By and
When Recorded, Return To:

SGS Development, LLC
c/o Sempra Renewables
488 8th Avenue, HQ12S1
San Diego, CA 92101
~~Attention: Real Estate Advisor, Legal~~

George Gunnoe

EXHIBIT A

THE PREMISES

All of the following tract or parcels of land are located in Muskegon County, Michigan, more particularly described as follows:

Commence at the NE corner of Section 22, thence West 1903 feet, thence South 915.75 feet, thence West 737.0 feet, thence South 1724.25 feet, thence East 1320.0 feet, thence North 1724.25 feet, thence East 1320 feet, thence North 915.75 feet to a Point of Beginning, Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan.

Parcel ID No.: 61-13-022-200-0003-00

Acres: 92.250 acres

Total Acres: 92.250 acres



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REGISTER OF DEEDS
Muskegon County Michigan
5626309 O34

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THIS DOCUMENT DRAFTED BY: *George Gunnæ*
AND UPON RECORDING RETURN TO:
REAL ESTATE ADVISOR
C/O SEMPRA RENEWABLES
488 8TH AVENUE HQ 12S1
SAN DIEGO, CA 92101

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

COLLECTOR LINE EASEMENT AGREEMENT

This Collector Line Easement Agreement ("**Agreement**") is entered into as of May 31, 2018 (the "**Effective Date**"), by and between **Snappy Apple Farms, Inc.**, a Michigan Corporation (collectively, "**Grantor**") whose address is 961 Newaygo Road, Casnovia, MI 49318; and SGS Development, LLC, a Delaware limited liability company, and its successors and assigns, whose address is 488 8th Avenue, San Diego, CA 92101 ("**Grantee**"). Grantor and Grantee are sometimes referred to in this Agreement as the "**Parties**."

RECITALS

A. Grantor owns the real property located in Muskegon County, Michigan more particularly described on attached *Exhibit A* (the "**Property**").

B. Grantee is developing energy generation facilities on properties located in the vicinity of the Property (the "**Project**").

C. Grantee desires to obtain easements on the Property for the development, construction and operation of electric collector lines and facilities related thereto, used or useful in connection with the development and operation of the Project (collectively, as more fully described herein, the "**Collector Lines**") and temporary construction purposes, all as more fully described herein.

D. Grantee has acquired, or will acquire certain easements and other related rights covering real property located adjacent to and/or in the vicinity of the Property (collectively, the "**Project Property**"), for purposes of the construction, installation, maintenance, use and operation of wind energy conversion turbines ("**Wind Turbines**"), electrical distribution and transmission facilities, substations, and related roads and facilities (collectively, "**Transmission Facilities**"); and

E. Owner desires to grant and convey to Grantee a permanent, exclusive right to site Wind Turbines and Transmission Facilities on the Project Property at a distance closer than (i) one thousand (1,000) feet from any boundary of the Property and/or (ii) one thousand two hundred fifty (1,250) feet from the foundation of any inhabited and/or occupied dwelling on the

Property, in accordance with the terms and conditions contained herein.

F. Grantor is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

For the compensation provided for in this Agreement, Grantor and Grantee agree as follows:

1. Grant and Description of Easements.

1.1 Grant of Easements for Collector Line Facilities. Grantor hereby grants and conveys to Grantee a non-exclusive easement (the "Collector Line Easement") on, over, under and across the Grantor Property (the "Easement Area", as described on Exhibit B and shown on Exhibit B-1) to construct, install, maintain, repair, operate and replace electric collector lines and communications lines (collectively, the "Collector Facilities"). All Collector Facilities consisting of electrical or communications lines shall be buried below the surface of the Property and one or more above ground splice boxes may be installed above-ground if necessary or convenient in Grantee's sole discretion. Any electrical lines shall be buried a minimum of sixty inches (60") below the surface of the Property and any communications lines shall be buried a minimum of forty-eight inches (48") below the surface of the Property.

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing Collector Line Easement, Grantee shall have the following related rights (the "Appurtenant Rights"):

- (a) the right of access to and from the Collector Facilities from the public right of way adjacent to the Easement Area and over the Easement Area;
- (b) the right to enter the Easement Area for the purposes of surveying and conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings) in connection with the design of and planning for the Collector Facilities;
- (c) the right, at Grantee's sole expense, to trim trees, excluding apple trees, and remove brush and other combustible material within the Easement Area (not including crops) to comply with industry standards for underground electrical lines and to temporarily remove any fencing within the Easement Area as necessary for construction, replacement, maintenance or the exercise of other rights granted in *Section 1.1* above; provided that Grantee shall replace any such fences in the same condition they were in at the time of removal as soon as practicable after completion of Grantee's work; and
- (d) the right during periods of construction of the Collector Facilities (and during periods of any maintenance, repair or replacement thereof) to use the Easement Area for the staging of equipment and materials, the staging of construction work, and construction. Such use of the Property for these purposes shall be limited to periods of one (1) month from the start of construction on the Property.

Grantee shall, at its sole cost and expense, replace any topsoil disturbed in connection with its activities in the Easement Area to match the original depth of topsoil in the Easement Area prior to disturbance by Grantee. Grantee shall remove from the Easement Area all rocks greater than six inches (6") in diameter that are unearthed during construction and shall not spread or deposit clay on the surface of the Easement Area. Grantee shall not block Grantor's access roads to the Property, if any, including all field approaches, by parking vehicles on such roads or approaches or otherwise, in the course of its activities on the Property.

Grantee shall use commercially reasonable efforts to install the Collector Facilities so as to avoid installation activities occurring during harvest time in September. Grantee shall use commercially reasonable efforts to complete such installation within a two (2) weeks after commencement of construction due to Grantor's weekly pesticide spraying operations.

1.3 Setback Waiver/Easement. Grantor does hereby (a) waive any and all setback requirements benefiting Grantor and/or the Property promulgated by applicable statutes, rules, regulations, and other laws and (b) grant to Grantee an exclusive right and privilege to site Wind Turbines and Transmission Facilities on the Project Property at a location closer than (i) one thousand (1,000) feet from any boundary of the Property and/or (ii) one thousand two hundred fifty (1,250) feet from the closest outside edge of the foundation of any inhabited and/or occupied dwelling on the Property (with respect to Wind Turbines, such distance being measured to the base of the turbine tower for each Wind Turbine); provided, however, that in no event shall any Wind Turbine on the Project Property be located at a distance closer than one hundred (100) feet from any boundary of the Property or seven hundred fifty (750) feet from any inhabited and/or occupied dwelling (measured as set forth above).

1.4 Term of Easement. The term of this Agreement shall commence on the Effective Date, and shall be for a period of forty (40) years from the Effective Date unless and until one of the following events occurs: (a) the Agreement is terminated by Grantee by written notice to Grantor, or (b) "Start of Construction" (as defined below) has not occurred by the date which is ten (10) years after the Effective Date, in which case this Agreement shall automatically terminate. As used in this Agreement, "Start of Construction" shall be deemed to have occurred upon the installation of Collector Facilities on the Property or the installation of any Wind Turbine or Transmission Facilities on the Project Property.

2. Payments for Collector Line Easement and Other Rights.

2.1 Compensation. As consideration for this Agreement and the grant of the Collector Line Easement, Appurtenant Rights and other rights hereunder, Grantee agrees to make payments to Grantor as described in *Exhibit C*. The parties acknowledge and agree that *Exhibit C* will not be included with this Agreement when recorded in the public land records, and that so removing *Exhibit C* prior to recording is intentional and does not in any way affect the validity of this Agreement. Grantor acknowledges and agrees that it shall not be permitted to sever the payments under the Agreement, and shall not be permitted to assign payments due to Grantor under the Agreement to a third party without the consent of Grantee. Upon the transfer of an interest in the Property to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

2.2 Damages. The parties anticipate and acknowledge that Grantor or Grantor's renters may suffer damage to crops, soil compaction, tile, fences, and other property or improvements within the Easement Area during Grantee's construction, installation, maintenance and removal of Collector Lines within the Easement Area.

2.2.1 Grantee will make commercially reasonable efforts to avoid causing damage to any tile lines or irrigation systems on the Property. Grantee agrees to promptly repair, replace and/or reroute underground tile lines damaged by its activities in the Easement Area. In the event of such damage, Grantee shall, in consultation with Grantor, or if the Property is leased to a third party of whom Grantee has notice ("Tenant Farmer"), to the Tenant Farmer, promptly retain a qualified local third-party tile or irrigation system repair contractor to perform the necessary tile or irrigation system repair work. Upon reasonable notice, Grantor and any Tenant Farmer shall be given the opportunity to inspect the repair, replacement or rerouting of tile or irrigation systems prior to being covered with topsoil.

2.2.2 Grantee will make commercially reasonable efforts to avoid causing damage to any apple trees on the Property. Compensation for crop damage shall be 125% of Fair Market Value in the year of such damage (the "Crop Damage Payment"). The "Fair Market Value" shall be the fair market value for the amount of crop actually destroyed or damaged on the date of such damage or destruction, and shall be calculated using conventional methods normally used in the host county, such as by obtaining the daily price (\$/bushel) and yield (bushels/acre) from the county's Farm Service Agency office. In the event that soils compaction during construction or other activities of Grantee in the Easement Area adversely affects the growing of crops for more than two (2) crop years after such activities, Grantee shall continue to be responsible for payment of damages to Grantor equal to the Fair Market Value of the lost yield; provided that Grantee shall have the right to verify any such condition and loss of yield by independent testing. After initial construction of the Collector Lines is complete and payment of the Crop Damage Payment for such initial construction, Grantee shall not be responsible to pay Grantor or Grantor's renters any loss of income, rent, business opportunities, profits or other losses arising out of Grantor's inability to grow crops or otherwise use the portion of the Property occupied by the Collector Lines, but Grantee shall continue to be responsible for a Crop Damage Payment for any crop loss resulting from Grantee's subsequent activities in the Easement Area. The burden of showing that any compaction of soils within the Easement Area is not the result of Grantee's activities shall be on Grantee.

2.2.3 To the extent damaged by Grantee's use pursuant to this Agreement, Grantee agrees to restore apple orchard roadways to a condition, to the extent practical and generally consistent with the conditions that existed as of the Effective Date, ordinary wear and tear excepted, which includes a combination of gravel, blacktop, and cement particles to stabilize and prevent washouts. To the extent applicable law requires final restoration requirements that are in addition to or different from those described in this paragraph, Grantee shall comply with such applicable requirement(s).

3. Termination; Default

3.1 Termination by Grantee. Grantee, its successors or assigns shall have the right to terminate the Collector Line Easement and this Agreement at any time upon written notice to Grantor in recordable form.

3.2 Termination by Grantor for Default by Grantee. Grantor, its successors or assigns shall have the right to terminate the Collector Line Easement and this Agreement only if (a) Grantee fails to pay any monetary amounts owing hereunder when due, (b) Grantor notifies Grantee, its successors, assigns and Mortgagees (as defined below) of the default in writing, which notice sets forth in reasonable detail the facts pertaining to the default and amount owed to cure such default, and (c) Grantee, its successors, assigns, or Mortgagees have not cured the default within sixty (60) days after Grantee receives the written notice from Grantor, or within such longer period of time as is required to cure such default, so long as Grantee, its successors, assigns, or Mortgagees diligently pursues such cure to completion.

3.3 Termination Upon Non-Use. If after the date on which Grantee's wind generation and transmission facilities for the Project have been completed, tested and certified by all of the relevant manufacturers and suppliers to the extent necessary to demonstrate to Grantee's satisfaction that such facilities are continually producing electricity or at nameplate capacity and delivering it to the electric transmission grid, Grantee ceases to operate the Collector Facilities for a period of twenty-four (24) consecutive months, excluding force majeure, then Grantor may terminate the Collector Line Easement by recording a notice with respect thereto in the office of the Register of Deeds of the County in which the Property is located; provided, however, that the provisions of Section 1.3 shall remain in full force and effect for the Term hereto.

3.4 Actions Upon Termination. Upon termination of this Agreement, Grantee shall file a termination of this Agreement in the public records (except for a termination pursuant to subsection 3.3 above). Within twelve (12) months after the expiration, surrender or termination of this Agreement, Grantee or its successor shall remove from the Easement Area (or such part thereof, as applicable) any Collector Facilities owned, installed or constructed by Grantee thereon and leave the surface of the Easement Area free from debris; provided, however, that Grantee shall only be required to remove underground facilities to the greater of (a) sixty inches (60") below the surface of the land or (b) the depth (if any) required by applicable law; and Grantee shall have a continuing easement to enter the Easement Area for such purpose during such twelve (12) month period. If Grantee fails to remove any of the Collector Facilities within the required time period, such Collector Facilities shall be considered abandoned by Grantee and Grantor may remove the Collector Facilities. In the event Grantor removes such Collector Facilities, Grantee shall reimburse Grantor for all reasonable costs of removal, less any salvage value received by Grantor, within thirty (30) days after receipt of an invoice from Grantor. The activities of Grantee under this *Section 3.4* shall be subject to the provisions of *Sections 1.2, 2.2 and 2.3* above.

4. Nature of Easement; Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements "in gross" and shall run with the Property but shall not be appurtenant to any land owned or controlled by Grantee. Grantor agrees that the easements

and rights granted herein are for the benefit of Grantee and Grantee's successors, assigns, and tenants.

4.2 **Abandonment.** Except as provided in *Section 3*, no act or failure to act on the part of Grantee or any other holder of the Collector Line Easement shall be deemed to constitute an abandonment, surrender or termination thereof or of this Agreement, except upon recordation by such holder of a notice or other instrument expressly terminating this Agreement.

5. **Assignment/Mortgage.**

5.1 **Right to Assign.** Grantee shall have the right, without Grantor's consent, to sell, convey, lease, transfer or assign all or any portion of the Collector Line Easement, this Agreement, the rights hereunder, or the Collector Facilities on a nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated, to one or more persons or entities. Grantee shall provide notice of any such sale, conveyance, lease, transfer or assignment to Grantor.

5.2 **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Collector Line Easement, the rights hereunder, the Easement Area and the Collector Facilities (collectively, the "Collector Line Assets"), which security interests in all or a part of the Collector Line Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Grantor agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Collector Line Assets. As a precondition to exercising any remedies related to any alleged default by Grantee under this Agreement, provided that Grantor has been provided with the identity and contact information for any Mortgagees, Grantor shall give written notice of such default to each Mortgagee at the same time it delivers the notice to Grantee, specifying in detail the alleged default and the required remedy. Each Mortgagee shall have the same amount of time to cure the default as to Grantee's entire interest or its partial interest in the Collector Line Assets as is given to Grantee and the same right to cure any default as Grantee or to remove any property of Grantee or its assigns. Grantee may not mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in Grantor's interest in the Property.

6. **No Interference.** Grantor shall not construct, install, or permit to be constructed or installed, any improvements, fences, structures, buildings, foliage or vegetation (excluding growing crops), utility lines or other improvements of any type whatsoever on or under the Easement Area that would materially inhibit or impair any of Grantee's rights or benefits as set forth in this Agreement, except that (a) Grantor shall have the right to install fencing for farming and grazing or boundary line purposes, provided that Grantee may temporarily remove such fencing to exercise its rights hereunder as provided in *Section 1.2(d)* above, and (b) Grantor shall have the unrestricted right, without Grantee's consent, to construct driveways and access roads across the Easement Area in order to provide access to the Property or the fields on the Property and such Grantor access shall remain unimpaired.

7. **Indemnity.** To the fullest extent not prohibited by applicable law, Grantee shall indemnify, hold harmless, and, at Grantor's election, defend Grantor and Grantor's officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Collector Line Easement, or the conduct of Grantee or any contractor, agent, employee, invitee, tenant or permittee of Grantee, or its successors and assigns.

8. **Miscellaneous.**

8.1 **Complete Agreement.** This Agreement is the final and complete agreement between the parties concerning the Collector Line Easement.

8.2 **Estoppel Certificates.** Grantor shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request at any time and from time to time. Grantor and Grantee shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or Grantor or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Grantee or a Mortgagee to further evidence the provisions set forth in this Agreement. Grantor shall request each of Grantor's mortgage lenders to execute an agreement of non-disturbance in favor of Grantee with respect to Grantee's rights under this Agreement. Grantor shall not be required to travel in order to execute any such document, and such document may be delivered by Grantor via U.S. Mail or, if an original signature is not required, by facsimile or e-mail.

8.3 **Notices.** Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 **Attorney Fees; Venue of Lawsuits.** In the event of any legal action with respect to any dispute concerning or arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith from the other party. This Agreement is made in Michigan and shall be governed by the laws of the State of Michigan. Exclusive venue for any action arising out of or related to this Lease shall be in United States District Court for the Western District of Michigan.

8.5 **Notice of Easement.** This Agreement (excluding Exhibit C) shall be recorded in the official real property records of Muskegon County, Michigan. During the Term of this Agreement, Grantor shall give written notice of the existence of the Collector Line Easement to any prospective tenant, lessee, Grantee, or assignee of Grantor who proposes to acquire any interest in the Property.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement.

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

[Signatures on the following page.]

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and date set forth below the respective signatures of Grantor and Grantee to be effective as of the last date executed by a party hereto.

GRANTOR:

Snappy Apple Farms, Inc.,
a Michigan Corporation

By: [Signature] [Signature]
Name: ANDY MIKULA JULIA MIKULA
Its: PRES MEMBER Sec / Treas. Member

By: [Signature]
Name: MATT MIKULA
Its: MEMBER

STATE OF MICHIGAN)
County of MUSKEGON) SS.

On the 31st day of MAY 2018 before me, a Notary Public, in and for said County personally appeared ANDY MIKULA, JULIA MIKULA AND MATT MIKULA, AS MEMBERS to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be his/her/their free act and deed.

[Signature]
Notary Public THOMAS S. COUGHLIN
ESABELLA County, Michigan
My commission expires: 10-12-2019
Acting in the County of MUSKEGON

GRANTEE:

SGS DEVELOPMENT, LLC, a Delaware
limited liability company

By: [Signature]
Name: Larry S. Folks
Its: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On May 23, 2018, before me, B. Warbritton,
Notary Public, personally appeared Larry S. Folks, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Warbritton
Notary Public
Commission No.: 2091163
Expiration Date: 11-23-18

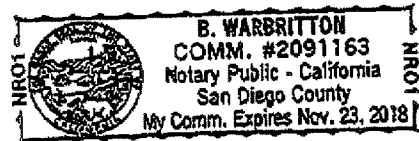


EXHIBIT A

THE PROPERTY

All the following tract or parcels of land are located in Muskegon County, Michigan, more particularly described as follows:

The South 1/2 of the SW 1/4 of the NW 1/4 and the SW 1/4 of Section 22, Town 10 North, Range 13 West, except the following parcels:

PARCEL A: That part of the SW 1/4 of the NW 1/4 of Section 22, described as beginning at a point on the West line of said section, said point being North 00 degrees 29'44" East 666.33 feet from the West 1/4 corner of said section; thence North 00 degrees 29'44" East along said section line 666.33 feet to the North 1/8 line of said section; thence South 89 degrees 04' 09" East along said 1/8 line 1323.82 feet to the West 1/8 line of said section; thence South 00 degrees 25'45" West along said 1/8 line 667.93 feet; thence North 89 degrees 00'00" West 1324.61 feet to the POB.

PARCEL B: That part of the SW 1/4 of Section 22, described as beginning at a point on the West line of said section, said point being North 00 degrees 01'49" East 519.39 feet from the SW corner of said section; thence North 00 degrees 01'49" East along said section line 1000.00 feet; thence South 88 degrees 57'08" East parallel with the South 1/8 line of said section 435.60 feet; thence South 00 degrees 01'49" West parallel with the West line of said section 1000.00 feet; thence North 88 degrees 57'08" West parallel with the South 1/8 line of said section 435.60 feet to the POB.

PARCEL C: The South 16 rods (264 feet) of the West 10 rods (165 feet) of the SW 1/4 of the SW 1/4 of Section 22.

LESS AND EXCEPT:

Parcel 5: Part of the Southwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan described as: Commencing at the Southwest corner of said Section 22; thence South 89 degrees 01 minutes 37 seconds East 1892.84 feet along the South line of said Southwest 1/4 to the point of beginning; thence North 00 degrees 22 minutes 05 seconds East 295.00 feet; thence South 89 degrees 01 minutes 37 seconds East 220.00 feet; thence South 00 degrees 22 minutes 05 seconds West 295.00 feet; thence North 89 degrees 01 minutes 37 seconds West 220.00 feet along said South line of the Southwest 1/4 to the point of beginning.

And

Parcel 7: Part of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan described as: Commencing at the West 1/4 corner of said Section 22; thence North 00 degrees 28 minutes 43 seconds East 251.34 feet along the West line of said Northwest 1/4 to the point of beginning; thence continuing North 00 degrees 28 minutes 43 seconds East 415.00 feet; thence South 89 degrees 01 minutes 14 seconds East 900.00 feet along the North line of the South 1/2 of the Southwest 1/4 of said Northwest 1/4; thence South 00 degrees 28 minutes 43 seconds West 415.00 feet; thence North 89 degrees 01 minutes 14 seconds West 900.00 feet to the point of beginning.

And

Parcel 8: Commencing at the Northwest corner of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan; thence South along the West line of said Section, 415 feet to the point of beginning; thence Easterly parallel with the North line of said South 1/2 of the Southwest 1/4 of the Northwest 1/4, 315 feet; thence Southerly 415 feet to a point 315 feet Easterly of the West line of said Section; thence Westerly 315 feet to a point on the West line of said Section lying 415 South of the point of beginning; thence North along the West line of said Section 22, 415 feet to the point of beginning. The West 33 feet of the above described parcel is an existing easement for County highway. *PART OF*

Parcel ID No.: 61-13-022-100-0005-00
Acres: 155.2816

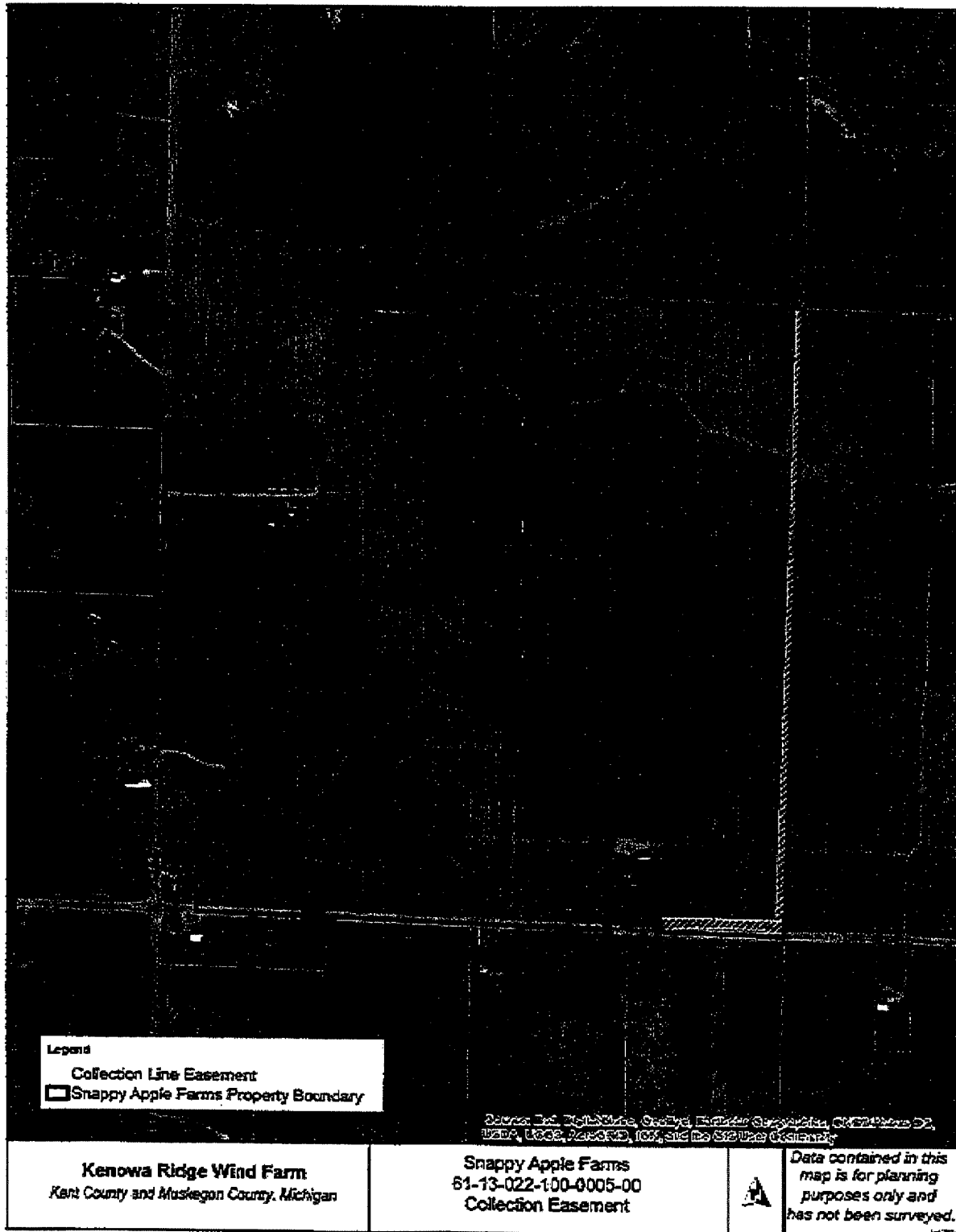
EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Easement Area: A portion of the Property consisting of an area approximately twelve feet (12') to thirty feet (30') wide and approximately three thousand two hundred eighty feet (3280') long, in the locations generally depicted on Exhibit B-1, as necessary or convenient for the installation of the Collector line cabling and associated facilities (the "**Collector Line Easement Area**").

EXHIBIT B-1

DIAGRAM OF EASEMENT AREA



Station: 979 / 00 to 1023 / 38, Left

Control: 61023 R

Parcel: 0-9

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LIBER 724 PAGE 582

MICHIGAN

STATE HIGHWAY DEPARTMENT

HIGHWAY EASEMENT RELEASE

For and in consideration of the improvement of State Trunkline Highway M-46, the sum of Seven Hundred (\$700.00) Dollars

and other valuable consideration, the receipt whereof is acknowledged, the undersigned,

Edward C. Westcott and Gertrude Westcott, husband and wife

hereby grant and convey to the State of Michigan an easement for highway purposes, in, over, and upon the parcels of land described as:

All that part of the Southwest $\frac{1}{4}$ of Section 22, T10N, R13W, Cassovia Township, Muskegon County, Michigan, lying Southerly of a line 50 feet Northerly, measured at right angles, and parallel to the centerline of M-46, as surveyed, EXCEPT the South 864 feet of the West 165 feet thereof.

Said parcel contains less existing right of way, 0.961 acres of land, more or less.

The centerline of M-46 is described as follows: Commencing at the Southwest corner Section 20, T10N, R13W, Cassovia Township, Muskegon County, Michigan; thence North 89°38'48" East, 1853.57 feet to the point of curve of a 0°04' curve to the right; thence along arc of said curve 581.25 feet to the point of tangent of said curve; thence South 89°57'57" East 2797.60 feet; thence South 89°10'27" East 3470.27 feet; thence South 89°14'27" East 1517.71 feet to the point of curve of a 0°03' curve to the right; thence 583.33 feet along arc of said curve to point of tangent; thence South 89°56'57" East 1378.28 feet; thence South 89°02'27" East 1350.10 feet; thence South 89°03'27" East 2600 feet to a point of ending.

Received for Record *Dec 19*
A.D., 19 *60*, at *4:53 P.M.*

John S. Hooks
Muskegon REGISTER OF DEEDS
County

*Pt of lot 387 of SW $\frac{1}{4}$
Sec. 22 T10N R13W*

All existing fences thereon will be moved to the new right of way line by the grantee

prior to June 1, 1960

This conveyance includes a release of any and all claims to damages to grantors' adjoining property, arising from or incidental to the laying out, establishing, altering, widening, change of grade, drainage within the right-of-way, and improving of the highway in, over, and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal at any time of such trees, shrubs and vegetation as, in the judgment of the State Highway Commissioner, is necessary to the construction and maintenance of the highway, further notice of such removal being hereby expressly waived; provided, that all desirable trees, shrubs and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed; and provided further, that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantors.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board or advertising device, other than those advertising articles produced or sold on the premises, shall be erected, permitted, or maintained in or upon the remaining lands and premises now owned by the grantors immediately adjoining the lands herein conveyed, and within a distance of three hundred feet from the highway center line, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

The undersigned mortgagee hereby releases and discharges the lands described from the mortgage lien.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 20 day of August A.D. 19 60

In Presence of

Russell Bollinger
Russell Bollinger

Richard W. Kelly
Richard Kelly

Edward C. Westcott (L.S.)
Edward C. Westcott

Gertrude Westcott (L.S.)
Gertrude Westcott

(L.S.)

(L.S.)

LIBER 724 PAGE 582

State of Michigan, County of Michigan ss.
 On this 7 day of August A.D. 1960, before me, the undersigned,
 personally appeared Edward C. Westcott
 and Gertrude Westcott to me known to be the persons who executed
 the foregoing release and severally acknowledged the same to be their free act and deed.

Proved	<u>DB</u>
Form <input checked="" type="checkbox"/>	<u>12</u>
Exe. <input checked="" type="checkbox"/>	
Posted	

Richard M. Mather
 Notary Public Michigan County, Michigan
 Acting in Test County, Michigan
 My Commission Expires 4-8-1964

State of _____ County of _____ ss.
 On this _____ day of _____ A.D. 19____, before me, the undersigned,
 personally appeared _____
 and _____ to me known to be the persons who executed
 the foregoing release and severally acknowledged the same to be their free act and deed.

Notary Public _____ County, Michigan
 Acting in _____ County, Michigan
 My Commission Expires _____

CORPORATE ACKNOWLEDGMENT

State of _____ ss.
 County of _____
 On this _____ day of _____ A. D. 19____, before me, the undersigned,
 personally appeared _____
 and _____ to me personally known, who being by me
 duly sworn, did say that they are respectively President and _____
 of _____ Corporation; that the seal
 affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed
 in behalf of said Corporation by authority of its Board of Directors; and said _____
 and _____ severally acknowledged said instrument to be the free act and deed
 of said Corporation.

Notary Public _____ County, Michigan
 Acting in _____ County, Michigan
 My Commission Expires _____

HIGHWAY
 EASEMENT
 RELEASE

THE STATE OF MICHIGAN

Register's Office

State of Michigan
 County of _____

This instrument was presented and verified

for record this _____ day of _____

A. D. 19____ at _____ of _____

and recorded in Liber _____

of _____ on page _____

Register of Deeds.

MICHIGAN
 STATE HIGHWAY DEPARTMENT
 LEGAL COUNSEL

MICHIGAN STATE HIGHWAY DEPARTMENT
John C. Mackie, CommissionerNotice of Filing of Determination of Necessity and Taking Possession of Lands

TO ALL WHOM IT MAY CONCERN:

TAKE NOTICE, that I have filed in the office of the State Highway Commissioner in the City of Lansing, Michigan, a written Determination of Necessity, of which the attached is a true copy; have caused a certified copy thereof to be recorded in the office of the Register of Deeds of the county in which the lands are situated; have tendered to all interested parties who are residents of said county the respective sums of money specified in said Determination of Necessity; and where such tender was not accepted, and also where the owner is unknown or a non-resident of said county, I have caused to be left on deposit with the State Treasurer the amount determined as the damages to be paid as compensation to the person or persons entitled thereto upon their executing and delivering to me a proper release or conveyance of said lands, or to be subject to the order of the Court as provided by law.

YOU ARE FURTHER NOTIFIED that I am about to take possession of said property for the highway purposes stated in said Determination, and that you are required to vacate said property within ten days after receipt of this notice.

John C. Mackie
JOHN C. MACKIE
STATE HIGHWAY COMMISSIONER
OF THE STATE OF MICHIGAN

Dated at Lansing, Michigan

November 12, 1959

STATE OF MICHIGAN
COUNTY OF MUSKEGON
RECEIVED FOR RECORD

1959 NOV 19 AM 10 03

John W. Hawks
REGISTER OF DEEDS

After Recording please return to:

Willard L. Mikesell
Special Deputy Highway Commissioner
537 Stevens T. Mason Bldg.
Lansing 26, Michigan

(LHM)