
LEASE AGREEMENT

DATED AS OF OCTOBER 20, 2016

BY AND BETWEEN

**COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY,
AS LANDLORD**

AND

**JERICHO RISE WIND FARM LLC,
AS TENANT**

**RELATING TO A LEASEHOLD INTEREST GRANTED BY THE LANDLORD TO THE
TENANT IN CERTAIN PARCELS OF LAND OR OTHER INTERESTS IN REAL AND
PERSONAL PROPERTY LOCATED IN THE TOWN OF BELLMONT, FRANKLIN
COUNTY, NEW YORK AND THE TOWN OF CHATEAUGAY, FRANKLIN COUNTY,
NEW YORK**

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LEASE AGREEMENT

This LEASE AGREEMENT is made as of October 20, 2016 (as amended or supplemented or otherwise modified from time to time, this "Lease Agreement"), by and between COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and an industrial development agency of the State of New York, duly organized and existing under the laws of the State of New York, having its office at 10 Elm Street, Suite 2, Malone, New York 12953 (the "Agency"), as landlord, and JERICHO RISE WIND FARM LLC, a limited liability company formed and existing under the laws of the State of Delaware and authorized to conduct its business in the State of New York, with offices at c/o EDP Renewables North America LLC, 808 Travis Street, Suite 700, Houston, Texas 77002 (the "Company"), as tenant.

WITNESSETH:

WHEREAS, the New York State Industrial Development Agency Act, being Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of the State of New York, as amended (hereinafter referred to as the "Enabling Act") authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, improve, maintain, equip and furnish real and personal property, whether or not now in existence or under construction, which shall be suitable for, among others, manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 453 of the Laws of 1970 of the State, as amended (said chapter and the Enabling Act being hereinafter collectively referred to as the "Act") created the Agency for the benefit of Franklin County, New York (the "County") and the inhabitants thereof; and

WHEREAS, the Act authorizes the Agency to lease or sell its projects, to charge and collect rent or the purchase price therefor, and to provide financial assistance to the occupants of its projects; and

WHEREAS, the Company submitted an application, dated November 20, 2015 (the "Application"), to the Agency requesting the Agency undertake a project for the benefit of the Company (the "Project") consisting of: (a)(1) the acquisition by the Agency of a leasehold interest in approximately 6,100 acres of land located in the Towns of Bellmont and Chateaugay, Franklin County, New York (collectively, the "Land"), (2) the acquisition, construction, installation and equipping on the Land of: (i) one or more permanent meteorological towers, (ii) a buried and overhead electrical collection system, (iii) an operation and maintenance building, (iv) a collection substation facility, (v) an interconnection substation facility at 879 County Route 33, Town of Chateaugay, Franklin County, New York, and (vi) a system of gravel access roads, parking, landscaping and related improvements to the Land (collectively, the "Improvements"), and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including approximately thirty-seven (37) wind turbine generators with a total rated capacity of

approximately 77.7 megawatts (“MW”) to be mounted on steel monopole towers and concrete foundations, furniture, and machinery or equipment (the “Equipment”), all of the foregoing for use by the Company as a wind-powered electric generating facility (collectively, the “Project Facility”); (b) the grant by the Agency of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes, mortgage recording taxes and real property taxes (but not including special assessments and *ad valorem* levies) (collectively, the “Financial Assistance”); and (c) the lease of the Project Facility by the Company to the Agency and a lease of the Project Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the Enabling Act; and

WHEREAS, pursuant to Article 8 of the New York Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the “SEQR Act”) and the regulations (the “SEQRA Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (collectively with the SEQR Act, “SEQRA”), by resolution adopted by members of the Agency on April 18, 2016 (the “SEQRA Resolution”), (A) the Agency determined (1) that the Project may constitute a “Type I action”, (2) that the Project involves more than one “involved agency”, and (3) therefore that the coordinated review procedures outlined in the SEQRA Regulations are required with respect to the Project, (B) the Chief Executive Officer of the Agency reported that (1) all “involved agencies” with respect to the Project had agreed that the Town Boards of the Towns of Bellmont and Chateaugay, Franklin County, New York (together, the “Towns”), acting as a joint lead agency, should act as lead agency (the “Lead Agency”) pursuant to SEQRA with respect to the Project, (2) that the Lead Agency on February 22, 2016 accepted an environmental impact statement prepared with respect to the Project (the “FEIS”) as the “final environmental impact statement” with respect thereto (as such quoted term is defined in SEQRA), and (3) that the Lead Agency on March 7, 2016 adopted a joint statement of findings and decision relative to the FEIS (the “Findings Statement”) as the Lead Agency’s written findings statement relative to the Project, as required by Section 617.11(a) of the SEQRA Regulations, and (C) the Agency (1) adopted the Findings Statement as the Agency’s written findings statement relative to the Project, as required by Section 617.11(c) of the SEQRA Regulations, and (2) determined to proceed with the Project;

WHEREAS, by resolution adopted April 18, 2016, the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the terms and conditions of the Agent Agreement, dated as of April 26, 2016, by and between the Company and the Agency (the “Agent Agreement”);

WHEREAS, pursuant to the resolution duly adopted by the Agency on October 12, 2016 (the “Authorizing Resolution”), the Agency resolved (i) to enter into the following agreements with respect to the Project: (1) that certain Lease Agreement, dated as of October 20, 2016 by and between the Company, as lessor, and the Agency, as lessee, pursuant to which, among other things, the Company has leased the Project Facility to the Agency (as amended, supplemented or otherwise modified from time to time, the “Lease to Agency”); (2) this Lease Agreement; (3) that certain Payment In Lieu of Tax Agreement, dated as of October 20, 2016 (as amended, supplemented or otherwise modified from time to time, the “PILOT Agreement”, together with the Lease to Agency and this Lease Agreement, the “Project Documents”), by and between the

Company and the Agency, pursuant to which, among other things, the Company will make certain payments in lieu of taxes (“PILOT Payments”); and (4) certain other certificates and documents; and

WHEREAS, the County, the Towns, and the Chateaugay Central School District (the “School District”, and together with the County and the Towns, the “Affected Tax Jurisdictions”) are the “affected tax jurisdictions” within the meaning of the Act; and

WHEREAS, in order to effectuate the Financial Assistance, (1) the Agency will (a) execute and deliver to the Company a sales tax exemption letter, (b) file with the New York State Department of Taxation and Finance a New York State Department of Taxation and Finance Form ST-60, and (c) file the PILOT Agreement with the Towns’ assessors and deliver to chief executive officers of each Affected Tax Jurisdiction a copy of the New York State Board of Real Property Services Form RP-412-a in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law of the State (the “RPTL”) relating to the Project and the PILOT Agreement, (2) the Company will agree in this Lease Agreement to annually file with the New York State Department of Taxation and Finance a New York State Department of Taxation and Finance Form ST-340 pursuant to Section 874(8) of the Act indicating the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency, (3) the Company and the Agency will execute and deliver the PILOT Agreement, and (4) in accordance with the PILOT Agreement, the Company will deliver an irrevocable standby letter of credit for the benefit of the Agency to secure the payment obligations of the Company under the PILOT Agreement; and

WHEREAS, the Company may finance or refinance the Project with borrowed money, and in order to effectuate the construction and operation of the Project Facility, the Agency will agree, from time to time, to execute and deliver to the Company’s lenders and other providers of financial accommodations with respect to the Project (collectively, the “Lenders”) the following additional documents as such documents become necessary: (1) one or more mortgages and any other security instruments and related agreements and documents, which will grant in favor of the Lenders mortgages on and security interests in the Project Facility in order to secure one or more loans or other financial accommodations made by the Lenders to the Company with respect to the Project (collectively, the “Loans”); (2) any consents that may be required by the Lenders in connection with the Loans; and (3) any other agreements, instruments, and documents reasonably required by the Lenders in connection with the Loans (collectively, the “Loan Documents”); and

WHEREAS, under the present provisions of the Act and Section 412-a of the RPTL, the Agency is not required to pay taxes upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, the Agency will not enter into the Lease to Agency or this Lease Agreement unless the Company shall agree to make PILOT Payments with respect to the Project Facility; and

WHEREAS, the Company is desirous that the Agency enter into the Lease to Agency and this Lease Agreement and the Company is willing to enter into the PILOT Agreement in order to induce the Agency to enter into the Lease to Agency and this Lease Agreement; and

WHEREAS, the construction of the Project Facility and the lease of the Project Facility by the Agency to the Company serves to advance the policies of the State pursuant to the provisions of the Act.

NOW, THEREFORE, in consideration of the matters above recited, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All of the capitalized terms used in this Lease Agreement and the recitals and preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof. To the extent of a conflict between the definitions set forth in such Schedule of Definitions and the definitions set forth in the body of this Lease Agreement, the definitions set forth in such Schedule of Definitions shall govern.

Section 1.2. Interpretation. In this Lease Agreement, unless the context otherwise requires:

(a) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this Lease Agreement, refer to this Lease Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the date of this Lease Agreement;

(b) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(c) words importing the singular number shall mean and include the plural number, and vice versa;

(d) any headings preceding the text of the several Articles and Sections of this Lease Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Lease Agreement nor affect its meaning, construction or effect; and

(e) any certificates, letters or opinions required to be given pursuant to this Lease Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Lease Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations and Warranties of the Agency. The Agency makes the following representations and warranties as the basis for the undertakings on the Agency's part herein contained:

(a) The Agency has been duly established under the provisions of the Act and is authorized and has the corporate power under the Act, its by-laws, and the laws of the State, to enter into this Lease Agreement and the transactions contemplated hereby and to perform and carry out all of the covenants on its part pursuant to this Lease Agreement. By the Authorizing Resolution, the Agency has duly authorized the execution, delivery and performance of this Lease Agreement and the consummation of the transactions herein contemplated.

(b) This Lease Agreement constitutes a valid and legally binding obligation of the Agency, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(c) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Lease Agreement will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, or will constitute a default by the Agency under any of the foregoing.

(d) The Agency is not prohibited from entering into this Lease Agreement and performing all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement by terms, conditions, or provisions of the Act, or any other law, any order of any court or other agency or authority of government, or any agreement or instrument to which the Agency is bound.

(e) The Agency is not required to obtain any consent, approval, or authorization of, or make or obtain any filing, registration, or qualification with or from any governmental or public authority (in each case which has not been obtained or completed) as a condition to the execution, delivery, or performance of this Lease Agreement.

Section 2.2. Covenants of the Agency.

(a) Pursuant to the Project Documents, the Agency will acquire a leasehold interest in the Leased Property from the Company, will cause the Project Facility to be acquired, constructed, equipped and installed, and will lease the Project Facility to the Company pursuant to this Lease Agreement, all for the purpose of advancing the job opportunities, health, general prosperity, and economic welfare of the people of the State and improving their standard of living.

(b) Except as provided in Article IX and Article X hereof, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber, or pledge as security the Project Facility or any part thereof and shall maintain the Project Facility free and clear of all Liens or encumbrances, except for the Permitted Encumbrances and as contemplated or allowed by the terms of this Lease Agreement and the other Project Documents.

(c) The Agency will, from time to time, execute and deliver to the Lenders the following additional documents as such documents become necessary: (1) one or more mortgages and any other security instruments and related agreements and documents, which will grant in favor of the Lenders mortgages on and security interests in the Project Facility in order to secure the Loans; (2) any consents that may be required in connection with the Loans, including, but not limited to, a Consent to Assignment in the form attached hereto as Exhibit E; and (3) any other Loan Documents.

Section 2.3. Representations and Warranties of the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) It is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware and authorized to conduct its business in the State of New York, and has the power to enter into this Lease Agreement and to carry out its obligations hereunder. This Lease Agreement and the transactions contemplated hereby have been duly authorized by all necessary action on the part of its members.

(b) This Lease Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(c) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Lease Agreement will (i) result in the creation or imposition of any Lien of any nature upon the Project Facility, other than pursuant to the Project Documents and except for Permitted Encumbrances, (ii) require consent (which has not been heretofore received or which is not likely to be obtained in the ordinary course of business after the Closing Date) under any restriction, agreement or instrument to which it is a party or by which it or the Project Facility may be bound or affected, or (iii) require consent (which has not been heretofore received or which is not likely to be obtained in the ordinary course of business after the Closing Date) under, conflict with or violate any Applicable Law.

(d) The Company is not prohibited from entering into and performing all covenants and obligations on its part to be performed under this Lease Agreement by and the execution, delivery, and performance of this Lease Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Lease Agreement will not conflict with or violate or constitute a breach of or a default under the terms, conditions, or provisions of its organizational documents or agreements or any other restriction of law, rule, regulation, or order of any court or other agency or authority of government, or any

contractual limitation or restriction or outstanding indenture, deed of trust, mortgage, loan agreement, or other evidence of indebtedness or any other agreement or instrument to which it is a party or by which it or any of its property is bound.

(e) The Company has a good and valid fee simple interest, leasehold interest, easement right, license or permit, as applicable, in the Land, for the duration of the term of each such leasehold interest, easement right, license or permit, and good and valid title to the remainder of the Project Facility that exists on the Closing Date or as exists as of the date of the LA Supplement (hereinafter defined), free and clear from all Liens, except for the Permitted Encumbrances.

(f) The Project and the lease of the Project Facility by the Agency to the Company will not result in the removal of an industrial or manufacturing plant of the Company or any other proposed occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project Facility located within the State.

(g) Notwithstanding the foregoing or anything to the contrary in this Lease Agreement, the Company makes no representation, warranty or covenant that (i) the Project Facility or any part thereof, whether now existing or hereinafter constructed, will operate at any particular level or with any particular output, (ii) the Company will continue to develop the Project or complete construction of the Project Facility, in whole or in part, or (iii) the Company will construct and install the full potential generating capacity of the Project Facility.

Section 2.4. Covenants of the Company.

(a) The Company will not take any action (or omit to take any action required by the Project Documents or which the Agency reasonably advises the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way (i) cause the Project Facility not to constitute a “project”, as such quoted term is defined in the Act, or (ii) cause the Financial Assistance to be applied in a manner contrary to that provided in the Project Documents.

(b) The Company and the Project Facility and the operation thereof will comply with all Applicable Laws, except where noncompliance is not reasonably likely to have a Material Adverse Effect, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to the Company’s failure to comply with Applicable Laws. Notwithstanding the foregoing, the Company may contest the validity or applicability of any Applicable Law; provided, that the Company (i) notifies the Agency in writing of such contest promptly following commencement thereof, (ii) shall have set aside adequate reserves for any such requirement, in accordance with GAAP, and (iii) demonstrates to the reasonable satisfaction of the Agency that the challenge to such Applicable Law (A) will not subject the Project Facility or any part thereof to loss or forfeiture, (B) will not subject the Agency or any of its members, officers, agents (other than the Company), servants or employees to prosecution for failure to comply therewith, and (C) is not reasonably likely to have a Material Adverse Effect.

(c) Except as would not reasonably be likely to have a Material Adverse Effect, the Company hereby covenants to comply with all mitigation measures, requirements, and conditions, if any, enumerated in (1) the Lead Agency Findings Statement, (2) the Agency Findings Statement, and (3) any other environmental determinations issued under SEQR by any other Governmental Authority applicable to the acquisition, construction, installation and equipping of the Project Facility and in any other approvals issued by any other Governmental Authority with respect to the Project and/or the Project Facility. No material changes with respect to any aspect of the Project Facility have arisen from the date of the issuance of the Lead Agency Findings Statement or the Agency Findings Statement which would cause the determinations contained therein to be untrue.

(d) The Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company as agent of the Agency must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency.

(e) The Company acknowledges receipt of notice of Section 858-b of the Act, which requires that the Company list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"): (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the federal job training partnership act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective July 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)). The Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

ARTICLE III

CONVEYANCE AND USE OF THE PROJECT FACILITY

Section 3.1. Reserved.

Section 3.2. Use of the Project Facility.

(a) Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Project Documents or the Act, provided such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act; provided, however, that the Project Facility will not be used (1) as facilities used or to be used primarily for sectarian instruction or as a place of religious worship or (2) primarily as or in connection with any part of a program of a school or department of divinity for any religious denomination; provided, further, however, that at no time shall any such use of the Project Facility be other than as a wind-powered electric generating facility and uses related thereto, without the written consent of the Agency.

(b) Except as otherwise provided after the occurrence of an Event of Default hereunder, (i) the Company has the exclusive right to possess the Project Facility and make improvements relating thereto, and (ii) the interest of the Agency in the Project Facility is passive only and nothing contained herein shall authorize or permit the Agency to (A) take possession of the Project Facility, (B) have managerial, executive or participating rights with respect to the Project Facility, meaning, without limitation, that the Company shall have (i) sole and exclusive discretion, determination rights and decisional control over and with respect to the development, construction and operation of, and the structuring of agreements and relationships relating to, the Project Facility, for any and all purposes (including, without limitation, for financing, for tax equity investment, for disposition of renewable energy credits and other benefits and proceeds of operation, and for the purposes contemplated by the underlying landowner easements and leases for the Land) and (ii) the right to freely enter into amendments, modifications, extensions, restatements and/or replacements of any of its interests in the Land, and/or any other agreement with any underlying landowner of the Land; in each case under clauses (i) and (ii) hereof without the consent of or any notice to the Agency, or (C) exercise operational or management control over the Company.

Section 3.3. Hazardous Materials.

(a) The Company represents and warrants that the Company has not used Hazardous Materials produced by or used in connection with the Project Facility in any manner which violates Environmental Laws.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, the Company covenants that it shall keep or cause the Project Facility to be kept free of all Hazardous Materials, except as permitted by Environmental Laws. Without limiting the foregoing, and, except as would not reasonably be expected to have a Material Adverse Effect, the Company covenants that, with respect to its construction, operation and ownership of the Project Facility, it shall not cause or permit (i) the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with Environmental Laws, and (ii), as a result of any intentional or unintentional act or omission on the part of the Company, or any tenant or subtenant of the Company, an unlawful release of Hazardous Materials onto the Project Facility or onto any other property.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, with respect to its construction, operation and ownership of the Project Facility, the Company covenants that it shall (i) comply with, and use commercially reasonable efforts to ensure compliance by all tenants and subtenants of the Company with, all Environmental Laws, and (ii) obtain and comply with, and use commercially reasonable efforts to ensure that all tenants and subtenants of the Company obtain and comply with, any and all approvals, registrations, or permits required thereunder. Nothing herein shall refer to the actions or omissions, or the compliance with Environmental Laws, of underlying landowners of the Land or any tenants thereof (other than the Company).

(d) Except as would not reasonably be expected to have a Material Adverse Effect, with respect to its construction, operation and ownership of the Project Facility, the Company

covenants that it shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Material on, from or affecting the Project Facility (i) in accordance with all Environmental Laws, and (ii) in accordance with the orders and directives of all Governmental Authorities, provided, that the Company may contest the validity or applicability of any Environmental Laws so long as the Company (A) notifies the Agency in writing of such contest promptly following commencement thereof, (B) shall have set aside adequate reserves for any such requirement, in accordance with GAAP, and (C) demonstrates to the reasonable satisfaction of the Agency that the challenge to such Environmental Law (1) will not subject the Project Facility or any part thereof to loss or forfeiture, (2) will not subject the Agency or any of its members, officers, agents (other than the Company), servants or employees to prosecution for failure to comply therewith, and (3) is not reasonably likely to have a Material Adverse Effect. The Company shall defend, indemnify, and hold harmless the Agency with respect thereto pursuant to Section 8.2 of this Lease Agreement.

(e) The Company agrees that, upon the occurrence of an Event of Default or if the Agency reasonably believes that an unpermitted release of Hazardous Substances or a violation of Environmental Laws has occurred or is occurring at the Project Facility that was caused by the Company, its agents, contractors, or employees, or its tenants or subtenants, the Agency and its officers, agents or representatives, may at any reasonable time during normal business hours, after thirty (30) days' prior written notice, and at the Company's expense, inspect the Project Facility and conduct any tests on the Project Facility, reasonably necessary to determine whether the Company is in compliance with Environmental Laws. Such inspection shall be performed at times and in a manner reasonably expected to minimize disruption to the Company's business and the operation of the Project Facility. Based upon the findings of the inspection, the Agency may request that the Company undertake such additional inspections or tests (including taking samples of soil or other environmental media) as are reasonably necessary to determine whether the Company is in compliance with Environmental Laws. If the Company does not diligently pursue the completion of such additional inspections or tests, the Agency may engage (at the Company's expense) its own qualified consultant or engineer to conduct such additional inspections or tests.

(f) Notwithstanding anything to the contrary in this Lease Agreement, (i) the Company makes no representations, warranties or covenants regarding Hazardous Materials or the presence thereof on any real property other than the Land, (ii) the Company shall have no obligation to ensure the owners of parcels adjacent to or in the vicinity of any of the Leased Property, or the underlying landowners of the Land or any tenants thereof (other than the Company), comply with Environmental Laws, or keep such parcels free of Hazardous Materials, (iii) the Company shall have no obligation to the Agency or any other entity or person with respect to past or future actions or omissions of the underlying landowners of the Land or any tenants thereof (other than the Company) and their use or occupancy (or the use or occupancy of their tenants) thereof (other than its own in the context of Land owned by the Company), and (iv) the Company shall have no obligation to indemnify or defend the Agency for violations of Environmental Laws or releases of Hazardous Substances at any time occurring on parcels adjacent to or in the vicinity of any of the Leased Property.

Section 3.4. Non-Merger. During the term of this Lease Agreement, there shall be no merger of this Lease Agreement nor of the leasehold estate created by this Lease Agreement with the fee simple interest in the Land or any part thereof by reason of the fact that the same person, firm, corporation, or other entity may acquire or own or hold, directly or indirectly, (a) this Lease Agreement or the leasehold estate created by this Lease Agreement or any interest in this Lease Agreement or in any such leasehold estate and (b) the fee simple interest or any interest in such fee simple interest or any other interest in the Land or any part thereof, and no such merger shall occur unless and until all corporations, firms, and other entities, including any mortgagee having any interest in (a) this Lease Agreement or the leasehold estate created by this Lease Agreement and (b) the fee simple interest or any part thereof or any interest in such fee simple interest or such other interest in the Land or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

Section 3.5. Compliance with Lease to Agency. The Company shall, on behalf of the Agency, (i) pay all rents, additional rents and other sums required to be paid by the Agency, as lessee under and pursuant to the provisions of the Lease to Agency, and (ii) diligently perform and observe all of the terms, covenants and conditions of the Lease to Agency on the part of the Agency, as lessee thereunder, to be performed and observed, unless such performance or observance shall be waived or not required in writing by the Agency, as lessee under the Lease to Agency, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Agency, as lessee, under the Lease to Agency.

ARTICLE IV

UNDERTAKING AND COMPLETION OF THE PROJECT

Section 4.1. Acquisition, Construction, Installation, and Equipping of the Project Facility.

(a) Without limiting the rights of the Company (in its individual capacity) otherwise set forth in this Lease Agreement, the Agency hereby appoints the Company as its true and lawful agent, and the Company hereby accepts such agency appointment, to perform the following in compliance with the terms, purposes and intent of the Project Documents, and the Company hereby accepts such appointment: (i) to acquire, construct, reconstruct, install, and complete the Project Facility, (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be requisite or proper, all for the acquisition, construction, installation, and equipping of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, (iii) to pay all fees, costs and expenses incurred in the acquisition, construction, installation, and equipping of the Project Facility in accordance with this Lease Agreement, and (iv) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt or writing in connection with the acquisition, construction, installation and equipping of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same to acquire, construct, install, and complete the Project Facility.

(b) The Company shall, on behalf of the Agency, promptly and with due diligence, acquire, construct, install, equip and complete the Project Facility, or cause the acquisition, construction, installation and equipping of the Project Facility.

(c) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1.

(d) A leasehold interest in the Company's interest in the Leased Property shall vest in the Agency immediately upon deposit on the Land or incorporation or installation in the Project Facility, or acquisition by the Company or Indirect Agent as agent for the Agency, whichever shall first occur. The Company shall execute, deliver and record, or file all instruments necessary to vest a leasehold interest in the Leased Property in the Agency and shall take all action necessary to protect such interest against claims of any third Persons.

(e) Except as would not reasonably be expected to have a Material Adverse Effect, the Company has given or will give or cause to be given all notices required under, and has complied or will comply or cause compliance with all Applicable Laws, and the Company will defend, indemnify and save the Agency and its officers, members, agents, servants and employees harmless from all fines and penalties due to the Company's failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured by the Company.

(f) No payment by the Company pursuant to this Section 4.1 shall entitle the Company to any reimbursement for any such expenditure from the Agency or to any diminution or abatement of any amounts payable by the Company under this Lease Agreement.

Section 4.2. Completion of the Project Facility. Completion of the acquisition, construction, installation and equipping of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating (a) the date of such completion, (b) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid or will be paid when due (except for any costs, expenses or fees reasonably being disputed by the Company), (c) that the acquisition, construction, installation and equipping of the Project Facility has been completed, with the exception of ordinary punch list items and work awaiting seasonal opportunity, (d) that the Company or the Agency has good and valid title to or interest in all Property constituting a portion of the Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (e) that the Project Facility is ready for occupancy, use and operation for its intended purposes. Notwithstanding the foregoing, such certificate may state (i) that it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being, (ii) that it is given only for the purposes of this Section 4.2, and (iii) that no Person other than the Agency may benefit therefrom.

Section 4.3. Remedies to be Pursued Against Contractors, Subcontractors, Materialmen, and their Sureties. In the event of a breach, default or event of default by any contractor, subcontractor or materialmen under any contract made by it in connection with the acquisition, construction, installation and equipping of the Project Facility or in the event of a

breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the Company shall proceed in its reasonable discretion, either separately or in conjunction with others, to exhaust the remedies of the Company and the Agency against the contractor, subcontractor or materialmen so in default and against each surety for the performance of such contract. The Company may, in its own name or, with the prior written consent of the Agency, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialmen or surety which the Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Net Proceeds of any recovery secured by the Company as a result of any action pursued against a contractor, subcontractor, materialmen or their sureties pursuant to this Section 4.3 shall be used to the extent necessary in the Company's reasonable judgment to complete the Project Facility, and thereafter be paid to the Company for its own use. The Company shall advise the Agency of any material actions or proceedings taken hereunder.

ARTICLE V

DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE

Section 5.1. Lease of the Project Facility.

(a) In consideration of the Company's covenant herein to make rental payments hereunder, and in consideration of the other covenants of the Company contained herein, including the covenant to make additional and other payments required hereby, the Agency hereby leases to the Company, and the Company hereby leases from the Agency, the Agency's interest in the Project Facility, subject only to Permitted Encumbrances.

(b) The Land that will be made subject to this Lease Agreement as of the Closing Date is further described on Exhibit A (Description of the Land) attached hereto.

(c) The Company may acquire the Future Parcels after the date hereof and desires to subject such Future Parcels to this Lease Agreement. The Company will, and will be permitted by the Agency to, subject such Future Parcels to this Lease Agreement by executing and delivering a supplement to this Lease Agreement (each an "LA Supplement").

Section 5.2. Duration of Lease Term; Quiet Enjoyment.

(a) The Agency shall deliver to the Company possession of the Project Facility, and the leasehold estate created hereby shall commence, on the Closing Date, and the Company shall accept possession of the Project Facility on the Closing Date.

(b) The leasehold estate created by this Lease Agreement shall terminate on the earlier to occur of (1) December 31 of the last fiscal year of the Towns and the County covered by the final PILOT Payment under the PILOT Agreement, or (2) the date that this Lease Agreement shall terminate pursuant to Article X or Article XI hereof.

(c) The Agency shall take no action, other than pursuant to Article X of this Lease Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project Facility during the term of this Lease Agreement and will, at the request of the Company and at the Company's expense and so long as no Event of Default has occurred and is continuing, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project Facility.

Section 5.3. Rental Payments and Other Amounts Payable.

(a) The Company shall pay basic rental payments for the Project Facility as follows: On the date of execution and delivery of this Lease Agreement, the Company shall pay, as the basic lease payments due hereunder, a single lump sum basic rental payment in an amount equal to One Dollar (\$1.00).

(b) Within thirty (30) days after receipt of a demand therefor from the Agency, accompanied by reasonable supporting documentation, the Company shall pay to the Agency the sum of the reasonable out-of-pocket expenses of the Agency and the officers, members, agents and employees thereof incurred by reason of the Agency's ownership, leasing or sale of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Lease Agreement or any of the other Project Documents, including the expenses and reasonable fees of counsel to the Agency, and any other reasonable and documented fees and expenses of the Agency with respect to the Project Facility, the leasing or sale of the Project Facility to the Company, or any of the other Project Documents, the payment of which is not otherwise provided for under this Lease Agreement.

(c) The Company agrees to pay to the Agency an administrative fee in the total amount of \$1,560,000 (the "Agency Fee") in connection with the Financial Assistance, which Agency Fee shall be due and payable as follows:

- (i) \$156,000, which was paid upon execution and delivery of the Agent Agreement and Sales Tax Exemption Letter;
- (ii) \$156,000, payable on the Closing Date;
- (iii) \$312,000, payable on the first anniversary of the Closing Date;
- (iv) \$312,000, payable on the second anniversary of the Closing Date;
- (v) \$312,000, payable on the third anniversary of the Closing Date; and
- (vi) \$312,000, payable on the fourth anniversary of the Closing Date.

(d) The Company agrees to make the above-mentioned payments, without any further notice, by check or wire transfer, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Company shall fail to make any payment required by this Section 5.3 within thirty (30) days of the date such payment is due, the Company shall pay the same, together with interest thereon at the Default Interest Rate or the maximum annual rate of interest permitted by law, whichever is

less, from the date on which such payment was due until the date on which such payment is made.

Section 5.4. Nature of the Obligations of the Company Hereunder.

(a) The obligations of the Company to make the payments required by this Lease Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company and shall be absolute and unconditional irrespective of any right of set-off, recoupment, counterclaim, or abatement that the Company may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Lease Agreement.

(b) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Lease Agreement, and, in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance or recover damages for nonperformance (subject to the provisions of Section 12.10 hereof).

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 6.1. Maintenance and Modification of the Project Facility.

(a) During the term of this Lease Agreement, the Company shall (i) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (ii) make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen), and (iii) operate the Project Facility, in each case, in the manner for which it was designed and intended and contemplated in the Application and in accordance with prudent industry practice.

(b) The Company shall not make any structural additions, modifications or improvements to the Project Facility or any part thereof unless:

(i) the Company shall (a) give or cause to be given all notices and comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on such addition, modification or improvement to the Project Facility, or a part thereof, except for where such failure would not reasonably be expected to have a Material Adverse Effect, (b) defend and save the Agency and its officers, members, agents (other than the Company) and employees harmless from all fines and penalties due to the Company's failure to comply therewith, and (c), except as would not reasonably be expected to have a Material Adverse Effect, procure all permits and licenses necessary for the prosecution of any work described in this Section 6.1(b);

(ii) the addition, modification or improvement to the Project Facility shall not constitute an Event of Default under any of the Project Documents; and

(iii) the Company shall furnish to the Agency (subject to reasonable confidentiality restrictions required by the Company), at least thirty (30) days prior to commencing such addition, modification or improvement to the Project Facility detailed plans and specifications therefor; provided, further, however, that such plans need not be furnished to the Agency for additions, modifications or improvements to the Project Facility which do not exceed, at any one time, \$2,000,000 in value.

Section 6.2. Taxes, Assessments, and Utility Charges.

(a) The Company shall pay or cause to be paid, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility, (ii) all utility and other charges, including “service charges”, incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, (iii) all assessments and charges of any kind whatsoever lawfully made against the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Lease Agreement, and (iv) all PILOT Payments with respect to the Project Facility payable pursuant to the PILOT Agreement.

(b) Notwithstanding the provisions of subsection (a) of this Section 6.2, the Company may in good faith actively challenge or contest any such taxes, assessments and other charges, other than the PILOT Payments described in Section 6.2(a)(iv) hereof, so long as the Company (i) notifies the Agency in writing of such challenge or contest promptly following commencement thereof, (ii) shall have set aside adequate reserves for any such requirement, in accordance with GAAP, and (iii) demonstrates to the reasonable satisfaction of the Agency that such challenge or contest (A) will not subject the Project Facility or any part thereof to loss or forfeiture, (B) will not subject the Agency or any of its members, officers, agents (other than the Company), servants or employees to prosecution for failure to comply therewith, and (C) is not reasonably likely to have a Material Adverse Effect.

Section 6.3. Insurance Required. During the term of this Lease Agreement, the Company shall maintain insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) (i) During and prior to completion of the Project Facility, builder’s risk (or equivalent coverage) insurance protecting the interests of the Company and the Agency upon any work done or material furnished in connection with the acquisition, construction, installation and equipping of the Project Facility, issued to the Company and the Agency, as additional insured, and (ii) at such time that builder’s risk insurance is no longer available by virtue of completion of the acquisition, construction, installation and equipping of the Project Facility, insurance

protecting the interests of the Company and the Agency against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against.

(b) Such other forms of insurance which the Company is required by law to maintain.

(c) Insurance protecting the Company and the Agency against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Company under Section 8.2 of this Lease Agreement) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$5,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$500,000 on account of damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law. The Company has the right to use any combination of primary and excess or umbrella liability policies in order to reach the above required limit.

(d) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE COMPANY'S BUSINESS OR INTEREST.

Section 6.4. Additional Provisions Regarding Insurance.

(a) All insurance required by Section 6.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall name the Company, as insured, and the Agency, as additional insured but only to the extent of the liabilities assumed by the Company under this Lease Agreement, and provide for at least fifteen (15) days' written notice to the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. The Company shall provide the Agency with written notice of such cancellation, lapse, reduction of benefits or material change in coverage thereof immediately following the Company's receipt of such notice from the insurer. Certificates reasonably satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the Closing Date.

(b) If at any time the Agency is not in receipt of written evidence that all insurance required hereunder is in force and effect, the Agency shall have the right following ten (10) days notice to the Company to take such action as the Agency deems necessary to protect its interest in the Project Facility, including, without limitation, the obtaining of insurance coverage consistent with the requirements of Section 6.3 hereof, and all expenses incurred by the Agency in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by the Company to the Agency upon demand, together with interest thereon at the Default Interest Rate.

Section 6.5. Application of Net Proceeds of Insurance. Subject to the terms of the Loan Documents, the Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows: (a) the Net Proceeds of the insurance required by Section 6.3(a) hereof shall be applied as provided in Section 7.1 hereof, and (b) the Net Proceeds of the insurance required by Section 6.3(b) and 6.3(c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1. Damage and Destruction.

(a) If the Project Facility shall be damaged or destroyed, in whole or in part:

(i) the Agency shall have no obligation to replace, repair, rebuild, or restore the Project Facility;

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement (whether or not the Project Facility is replaced, repaired, rebuilt, or restored), except as provided in the PILOT Agreement;

(iii) the Company shall promptly give notice thereof to the Agency, if such damage is material; and

(iv) except as otherwise provided in subsection (c) of this Section 7.1 and under the terms of the Loan Documents,

(A) the Company shall promptly replace, repair, rebuild, or restore the Project Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations, and modifications as may be desired by the Company; provided, that such changes, alterations, or modifications do not so change the nature of the Project Facility such that it does not constitute a "project," as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and

(B) (1) the Agency shall make available to the Company (from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding or restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any insurance settlement provided by the Agency to the Company are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, remaining on deposit with the Agency after payment of all of the costs of such

replacement, repair, rebuilding or restoration shall be promptly paid to the Company for its own purposes.

(b) Unless an Event of Default under any of the Project Documents shall have occurred and be continuing, the Company may adjust all claims under any policies of insurance required by Section 6.3(a) hereof and all insurance proceeds shall be paid directly to the Company. If an Event of Default has occurred and is continuing and the Agency has exercised its remedies under Section 10.2 hereof, the Agency shall adjust the claim, but the Company shall still be entitled to participate in such adjustment, including, but not limited to, participation in all material interviews, conferences, and investigations by and with insurance adjusters, and the prompt receipt of all written correspondence between the Agency and insurance adjusters.

(c) Notwithstanding anything to the contrary contained in this Lease Agreement, the Company shall not be obligated to replace, repair, rebuild or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (a) of this Section 7.1, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Project Facility.

Section 7.2. Condemnation.

(a) To the knowledge of the Company and the Agency, no Condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility. Except with respect to any such proceedings instituted by the Agency or any of the Affected Tax Jurisdictions, the Company shall promptly notify the Agency of the institution of any Condemnation proceedings and, within seven (7) days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(b) Unless an Event of Default under any of the Project Documents shall have occurred and be continuing, the Company shall have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof and may negotiate the settlement of any such proceeding and all proceeds of any Condemnation proceeding shall be paid to the Company. If an Event of Default has occurred and is continuing and the Agency has exercised its remedies under Section 10.2 hereof, the Agency shall have control of any such proceeding, but the Company shall still be entitled to participate in such proceeding, including, but not limited to, participation in all material conferences and meetings by and with the condemning agency and the prompt receipt of all written correspondence between the Agency and the condemning agency.

(c) If title to, or the use of, all or any part of the Project Facility shall be taken by Condemnation:

- (i) the Agency shall have no obligation to restore the Project Facility;
- (ii) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement; and
- (iii) except as otherwise provided in subsection (d) of this Section 7.2 and under the terms of the Loan Documents,

(A) the Company shall promptly restore the Project Facility (excluding any part of the Land or the Equipment taken by Condemnation) as a complete unit of substantially the same usefulness, design, and construction as existed immediately prior to such Condemnation, with such changes, alterations, and modifications as may be desired by the Company; provided, that such changes, alterations, or modifications do not so change the nature of the Project Facility such that it does not constitute a “project” as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and

(B) (1) the Agency shall make available to the Company (from the Net Proceeds of any Condemnation award relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any Condemnation award on deposit with the Agency provided by the Agency to the Company are not sufficient to pay in full the costs of such restoration, the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any Condemnation award, if any, remaining on deposit with the Agency after payment of all of the costs of such restoration shall be paid to the Company for its own purposes.

(d) Notwithstanding anything to the contrary contained in this Lease Agreement, the Company shall not be obligated to restore the Project Facility if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Project Facility.

(e) The Agency shall, at the expense of the Company, cooperate fully with the Company in the handling and conduct of any such Condemnation proceeding. In no event shall the Agency voluntarily settle, or consent to the settlement of, any such Condemnation proceeding without the written consent of the Company.

Section 7.3. Additions to the Project Facility. All replacements, repairs, rebuilding, or restoration made pursuant to Sections 7.1 or 7.2, whether or not requiring the expenditure of the Company’s own money, shall become part of the Project Facility as if the same were specifically described herein.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1. No Warranty of Condition or Suitability by the Agency; Acceptance “As Is”. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY’S PURPOSES OR NEEDS. THE COMPANY SHALL ACCEPT TITLE TO THE PROJECT FACILITY “AS

IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

Section 8.2. Indemnification.

(a) The Company hereby releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents (other than the Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, fines, penalties, losses, costs and expenses (collectively, "Liabilities") arising as a result of the Agency's undertaking the Project, including, but not limited to, (i) Liabilities for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Project Facility, (ii) Liabilities arising from the Agency's acquiring, constructing, reconstructing, equipping, installing, equipping, or leasing the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, (iii) all Liabilities arising from the Agency's obligations under this Lease Agreement or any of the other Project Documents or the enforcement of or defense of validity of any provision of any of the Project Documents, (iv) the presence, disposal, release or threatened release of any Hazardous Materials used, transported, stored, manufactured, refined, handled, produced or disposed of on or in the Project Facility which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, or animals, (v) any violations of Environmental Laws, including, without limitation, reasonable attorney and consultant fees, reasonable investigation and laboratory fees, court costs and reasonable litigation expenses, (vi) all Liabilities arising from the exercise by the Company of the authority conferred on it pursuant to Section 4.1(a) hereof, and (vii) all attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such Liabilities of the Agency are not incurred or do not result from the gross negligence or intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall not apply to claims, causes of action, judgments, liabilities, damages, losses, costs and expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue. The Company shall have the right to control the defense of any action against it, the Project, or the Agency (due to the Agency's involvement in the Project); provided that, the Company shall not settle, compromise or consent to the entry of any judgment in any such pending or threatened claim, action or proceeding against the Agency, without the Agency's prior written consent.

(b) Notwithstanding any other provisions of this Lease Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Lease Agreement until the expiration of the period stated in the applicable

statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of Liabilities incurred by the Agency, or its officers, members, employees, or agents (other than the Company) relating thereto.

(c) In the event of any claim against the Agency or its members, officers, employees, or agents (other than the Company) by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable for the Liabilities that the Company has agreed to release, indemnify, and defend the Agency from and against in paragraph (a) of this Section, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

Section 8.3. Right of Access to the Project Facility. Subject to Section 3.3(e) hereof, the Company agrees that the Agency and its duly authorized agents shall have the right, to the extent permitted by law, at all reasonable times during normal business hours and after reasonable prior written notice to the Company, to enter upon and to examine and inspect the Project Facility for compliance with this Lease Agreement. Such inspection shall be performed at times and in a manner reasonably expected to minimize disruption to the Company's business and the operation of the Project Facility. The Company further agrees that the Agency shall have such rights of access to the Project Facility as may be reasonably necessary to cause the proper maintenance of the Project Facility in the event of failure by the Company to perform its obligations hereunder; provided, however, that the Agency has first (a) delivered written notice to the Company describing in reasonable detail the Company's alleged failure to properly maintain the Project Facility, and (b) allowed the Company a reasonable period of time under the circumstances to cure such failure.

Section 8.4. Company Not to Terminate Existence Nor Dispose of Assets; Conditions Under Which Exceptions Permitted; Sales or Transfer; Assignment.

(a) The Company agrees that, during the term of this Lease Agreement, it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its membership interests or assets, and will not consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, without notice to the Agency and obtaining the prior written consent of the Lead Agency, which consent shall not be unreasonably withheld or delayed. Nothing in this Lease Agreement shall prevent, restrict or limit in any way the right of any member of the Company to sell, convey, transfer, encumber or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of the Agency, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber or otherwise dispose of such divided interest(s) to one or more persons without the consent of the Agency.

(b) Nothing in this Lease Agreement or in any other Project Document shall prevent, restrict or limit in any way the right of any member of the Company, or any successive transferee of any member, to sell, convey, transfer, encumber or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of

the Agency, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber or otherwise dispose of such divided interest(s) to one or more persons without the consent of the Agency. The Agency acknowledges that nothing in this Lease Agreement or any other Project Document shall prevent, restrict or limit in any way the right of any person or entity that owns an interest, directly or indirectly, in any member of the Company, or any successive transferee of such person or entity, to sell, convey, transfer, encumber or otherwise dispose of such interest in such member of the Company (or a portion thereof) without consent of the Agency, whether for tax equity investment purposes or otherwise.

(c) Notwithstanding the foregoing, the Company may, without the prior written consent of the Agency, (i) pledge, mortgage, grant a security interest in, and collaterally assign this Lease Agreement to the Lenders in connection with the Loan Documents, and (ii) sell, convey, transfer, encumber or otherwise dispose of the Project Facility or any part thereof, or any of its rights under this Lease Agreement and the Project Documents to any Purchaser or Affiliate (each a "Successor"), provided such Successor assumes and agrees to be bound by this Lease Agreement.

(d) Assignment.

(i) Except as provided in Section 8.4(b), the Company shall not at any time assign or transfer this Lease Agreement, in whole or in part, nor shall the Company sub-sublet the whole or any part of the Project Facility, without the prior written consent of the Agency. Any consent by the Agency to any act of assignment, transfer or sub-sublease shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Company or the successors or assigns of the Company, to obtain from the Agency consent to any other or subsequent assignment, transfer or sub-sublease, or as modifying or limiting the rights of the Agency under the foregoing covenant by the Company.

(ii) The Company may, without the consent of the Agency, assign this Lease Agreement and the Project Documents to any Successor provided such Successor assumes and agrees to be bound by this Lease Agreement and the Project Documents. In the event this Lease Agreement or any Transaction Document is assigned to a Successor, the Company shall have no further obligations hereunder or thereunder.

Section 8.5. Agreement to Provide Information. The Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Company, its finances and other topics as to enable the Agency to make any reports required by law or governmental regulation; provided, however, that the Company may require, as a condition to the provision of such information to the Agency, the Agency to disclose the source of the reporting requirement under law or governmental regulation; provided, further, that, if the Agency fails to make such disclosure, the Company shall not be required to comply with the Agency's request for the related information under this Section 8.5.

Section 8.6. Books of Record and Account. The Company agrees to maintain proper accounts, records, and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company.

Section 8.7. Identification of Equipment. All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Company using commercially reasonable records, including computerized records.

Section 8.8. Discharge of Liens and Encumbrances. The Company hereby agrees not to create or suffer to be created any Lien on any Properties of the Agency (other than the Project Facility) or on any funds of the Agency applicable to the Project Facility.

Section 8.9. Performance of the Company's Obligations. Should the Company fail to make any payment or to do any act as herein provided, after giving effect to all applicable grace or cure periods, the Agency may, but need not, without notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same in a reasonable manner, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company or the Agency, and paying all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith; and the Company shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon at the Default Interest Rate.

Section 8.10. Depreciation Deductions and Tax Credits. Notwithstanding anything to the contrary herein or in any other Project Document, the parties agree that, as between them, the Company shall be entitled to all depreciation or recovery deductions with respect to any depreciable property in the Project Facility pursuant to Sections 167 or 168 of the Code, to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility, and to any other federal or State tax attributes associated with the construction and operation of the Project Facility.

Section 8.11. Employment Opportunities.

(a) The Company shall ensure that all employees and applicants for employment opportunities created as a result of the completion of the Project are afforded equal employment opportunities without discrimination.

(b) Pursuant to Section 858-b of the Act, except as otherwise provided by collective bargaining contracts or agreements where applicable, the Company agrees (i) to list all new employment opportunities within the Company created as a result of completion of the Project with the New York State Department of Labor, Community Services Division ("NYSDOL") and with the administrative entity (collectively with NYSDOL, the "JTPA Referral Entities") of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective July 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)) and (ii), where

practicable, to first consider for such new employment opportunities persons eligible to participate in federal JTPA programs who shall be referred by the JTPA Referral Entities.

(c) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, prior to the effective date of this Lease Agreement, an employment plan, in substantially the form attached hereto as Exhibit F.

(d) Pursuant to the requirements of subsection one of Section 6 of Chapter 127 of the 1995 Laws of the State, the Company agrees to file with the Agency, on an annual basis, reports regarding the number of people employed at the Project Facility and certain other matters, the initial said annual employment report to be in substantially the form annexed hereto as Exhibit G.

Section 8.12. Agency Appointment; Delegation; Scope of Agency.

(a) The Agency authorizes and appoints the Company as its true and lawful agent to perform the following: (i) to acquire, construct, install and equip any and all aspects of the Project Facility; and (ii) to execute and deliver any contracts, orders or instruments, and do all other things necessary or appropriate, for the acquisition, construction, installation and equipping of the Project Facility, on behalf of the Agency, provided that the liability of the Agency thereunder shall be limited to moneys made available therefor by the Company and advanced for such purposes by the Company.

(b) The Company accepts its appointment as the true and lawful agent of the Agency for the purposes of undertaking the Project.

(c) The Company shall have the right to delegate its sales tax exemption agency hereunder to contractors and subcontractors performing work on or making purchases for the acquisition, construction, installation and equipping of the Project Facility (each an “Indirect Agent”). The Company agrees to promptly (but in no event more than ten (10) days after its appointment of an Indirect Agent) complete and present to the Agency a New York State Department of Taxation and Finance Form ST-60 (IDA Appointment of Project Operator or Agent) (“Thirty-Day Sales Tax Report”) for each such Indirect Agent.

(d) The Company hereby agrees to limit its activities, and those of Indirect Agents, to rentals and purchases of services and personal property reasonably related to the acquisition, construction, installation and equipping of the Project Facility. The aggregate cost of such rentals and purchases of services and personal property shall not exceed the amount set forth in Section 4.1(A)(1) of the Application (the aggregate total of all potential sales and use tax exemption benefits associated therewith are referred to as the “Maximum Sales Tax Benefit”).

Section 8.13. Sales, Use, and Recording Tax Exemption.

(a) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales taxes, use taxes, and mortgage recording taxes imposed by the State and local governments in the State, and that Project purchases may be exempted from those taxes due to the involvement of the Agency in the Project. The Agency makes no representations or

warranties that any property is exempt from the payment of State or local sales, use, or mortgage recording taxes, however, it is the parties' intention that the Project shall, to the extent permitted by the Act and other Applicable Law, be exempt from all sales, use, and mortgage recording taxes that would otherwise be applicable to the Project. Any exemption from the payment of State and local sales or use taxes resulting from the involvement of the Agency with the Project shall be limited to rentals and purchases of services and tangible personal property or utilized by the Company and Indirect Agents to acquire, construct, install, or equip the Project Facility prior to the Completion Date or to be incorporated within or dedicated to the Project Facility prior to the Completion Date. No other rentals or purchases of services or property shall be subject to an exemption from the payment of State or local sales or use tax. It is the intention of the parties hereto that the Agency will issue to the Company a sales tax exemption letter with respect to the Project, said sales tax exemption letter to be issued on the Closing Date and in a form similar to the form attached hereto as Exhibit H. The Agency otherwise agrees to cooperate and act in good faith with the Company to assist the Company in obtaining all applicable tax exemptions as contemplated by the Project Documents.

(b) The Agency agrees to file or cause to be filed within thirty (30) days of the Closing Date with the New York State Department of Taxation and Finance, the Thirty-Day Sales Tax Report substantially in the form attached hereto as Exhibit H. In addition, the Agency agrees to file or cause to be filed within thirty (30) days of the date the Company appoints an Indirect Agent a Thirty-Day Sales Tax Report with the New York State Department of Taxation and Finance for such Indirect Agent. The Company agrees to assist the Agency in filing such Thirty-Day Sales Tax Reports.

(c) Each contract, agreement, lease, invoice, bill or purchase order entered into by the Company or Indirect Agent, as agent for the Agency, in connection with the acquisition, construction, installation or equipping of the Project Facility, shall include language in substantially the following form:

"This contract, agreement, lease, invoice, bill or purchase order is being entered into by, or is for the benefit of, Jericho Rise Wind Farm LLC, a limited liability company existing under the laws of the State of Delaware (the "Company"), or its contractors and their subcontractors ("Indirect Agents", and together with the Company, the "Agent"), as agent for and on behalf of the County of Franklin Industrial Development Agency (the "Agency"), in connection with a certain project of the Agency consisting generally of the acquisition, construction, installation and equipping of an approximately 77.7 MW wind powered electric generating facility project (the "Project"). Rentals and the purchase of furnishings, trade fixtures, machinery, equipment, tools, materials, supplies, fuel, or other tangible personal property and services reasonably related to the acquisition, construction, installation and equipping of the Project which are the subject of this contract, agreement, lease, invoice, bill or purchase order shall be exempt from the sales and use taxes levied by the State of New York and the County of Franklin upon receipt by the vendor, lessor, or licensor from the Agent of a New York State Form ST-123 or Form FT-123 (as the case may be) and a New York State Form ST-60 signed by the Agency showing appointment of the Agent. This contract, agreement, lease, invoice, bill or purchase order is non-

recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever.”

Any vendor, lessor, or licensor that does not collect otherwise applicable sales or use tax in reliance upon the Form ST-123 (hereinafter defined) or Form FT-123 (hereinafter defined) issued by the Company or Indirect Agent to such vendor, lessor, or licensor, shall be deemed to have acknowledged and agreed to the provisions of this subdivision regardless of whether or not the provisions hereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with, or for the benefit of, the Company or Indirect Agent.

(d) The Company or Indirect Agent shall provide a completed Form ST-123, IDA Agent or Project Operator Exempt Purchase Certificate (each, a “Form ST-123”) or (as appropriate) a completed Form FT-123, IDA Agent or Project Operator Exempt Purchase Certificate for Fuel (each, a “Form FT-123”) for any fuel purchases, to each vendor, lessor, or licensor from which the Company or Indirect Agent rents personal property or purchases personal property or services relating to the acquisition, construction, installation and equipping of the Project Facility. The Company acknowledges that, pursuant to Section 875 of the Act, the Form ST-123 or Form FT-123 must be provided to the vendor, lessor, or licensor in order for the contract, agreement, lease, invoice, bill or purchase order to be exempt from the imposition of sales and/or use taxes pursuant to the authority granted under this Lease Agreement.

(e) In the event that the Company or Indirect Agent utilizes the sales or use tax exemption provided pursuant to the Sales Tax Exemption Letter in violation of the provisions of this Lease Agreement, the Company shall promptly deliver notice of same to the Agency, and the Company shall, upon demand by the Agency, pay to or at the direction of the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales or use tax exemptions in accordance with Section 8.14 of this Lease Agreement.

(f) Pursuant to Section 874(8) of the Act, if the Company or Indirect Agent claims any sales tax exemption by virtue of the Agency’s involvement in the Project, the Company agrees to annually file and cause any sublessee or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, a New York State Department of Taxation and Finance Form ST-340 (Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)) (“Annual Sales Tax Report”). Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency, and the Company and all Indirect Agents shall immediately cease to be the agent of the Agency in connection with the Project. A current sample form of such Annual Sales Tax Report required to be completed by the Company pursuant to this Lease Agreement is attached hereto as Exhibit J. For future filings of the Annual Sales Tax Report, the Company is responsible for obtaining from the New York State Department of Taxation and Finance any updated or revised versions of such Annual Sales Tax Report.

(g) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the

Company pursuant to Section 874(8) of the Act within (10) Business Days of submission of each Annual Sales Tax Report to the New York State Department of Taxation and Finance.

Section 8.14. Recapture; Compliance with GML Section 875.

(a) Without limitation of any of the Agency's other rights under this Lease Agreement, in the event that the Company or any Indirect Agent shall utilize the sales or use tax exemption provided pursuant to this Lease Agreement (i) in a manner that is not authorized or for which the Company or Indirect Agent is not entitled to claim an exemption, (ii) to claim exemptions in excess of the Maximum Sales Tax Benefit, (iii) to purchase or lease goods or services that are not authorized under this Lease Agreement, or (iv) in a manner that violates the provisions of this Lease Agreement, then the Company shall promptly deliver notice of same to the Agency, and the Company shall promptly pay or cause to be paid to the Agency a return of sales or use tax exemptions in an amount equal to all such unauthorized sales or use tax exemptions. If the Company fails to promptly pay such return of sales or use tax exemptions when due, the Agency shall have the right, without limitation of any of its other rights under this Lease Agreement, to take any action or commence any proceeding at law or in equity which may appear necessary or desirable to the Agency to recover any such amounts and the Agency shall have the right to join the Commissioner of the New York State Department of Taxation and Finance as a party in any such action or proceeding. The Company shall cooperate with the Agency in all such actions and proceedings to recover such amounts. The Company acknowledges and agrees that its failure to pay over any such amounts to the Agency shall also be grounds for the Commissioner of the New York State Department of Taxation and Finance to assess and determine State sales and use taxes due from the Company under Article 28 or Article 28-A of the New York State Tax Law, together with any applicable penalties and interest due on such amounts.

(b) The Company acknowledges and agrees that, in the event the Agency recovers, receives or otherwise obtains any amount of State sales and use tax from the Company or any Indirect Agent pursuant to the foregoing subsection, the Agency shall have the obligation to remit same to the Commissioner of the New York State Department of Taxation and Finance, together with such information and report that the Commissioner of the New York State Department of Taxation and Finance deems necessary to administer payment over of such amounts, and the Company agrees to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Company), attorneys, servants and employees, past, present and future, against any liability incurred as a result of remitting such amounts to the Commissioner of the New York State Department of Taxation and Finance.

(c) Pursuant to Section 875 of the Act, the Agency shall prepare and file an annual compliance report (each, a "Compliance Report") detailing provisions of this Lease Agreement and, if applicable, its activities and efforts to recover, receive or otherwise obtain State sales and use taxes pursuant to the terms of this Lease Agreement, together with such other information as the Commissioner of the New York State Department of Taxation and Finance and/or the Commissioner of Economic Development may require, which Compliance Report will be filed with the Commissioner of the New York State Department of Taxation and Finance, the Director of the Division of the Budget, the Commissioner of Economic Development, the State Comptroller and the Franklin County Legislature. The Company acknowledges the provisions of

Section 875 of the Act, agrees to timely provide any information required by the Agency in connection with such Compliance Report, and agrees to cooperate with the Agency in connection with the preparation and filing of such Compliance Report. The Compliance Report may be filed separately from or along with the annual filing of the Annual Sales Tax Report.

ARTICLE IX

MERGER; REMOVAL

Section 9.1. Merger of the Agency.

(a) Nothing contained in this Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder and to provide similar Financial Assistance, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Lease Agreement and the other Project Documents to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests under this Lease Agreement shall be assigned. The Agency shall use its best efforts to give notice to the Company of any such consolidation, merger or assignment at least thirty (30) days prior thereto. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company may reasonably request. The failure by the Agency to give such notice or furnish such additional information shall not constitute a default or event of default under this Lease Agreement, the Lease to Agency, or the PILOT Agreement.

(b) Not less than thirty (30) days prior to any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company may reasonably request.

Section 9.2. Removal of Property.

(a) Notwithstanding anything to the contrary contained in this Lease Agreement, in any instance where the Company reasonably determines that any portion of the Project Facility (including a portion of the Land) has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary or is in need of repair, the Company may remove such portion of the Project Facility and may sell, trade in, exchange, repair, or otherwise dispose of the same, as a whole or in part, without the consent of or any notice to the Agency and without further action under or with respect to this Lease Agreement.

(b) The Company shall have the option to sell or transfer the facility containing transformers, switches, and related equipment, including the portion of the Land thereunder, at which the Project Facility is interconnected to the electrical grid (the "Interconnection Substation Facility") at any time without the consent of or any notice to the Agency and without further

action under or with respect to this Lease Agreement. In the event the Interconnection Substation Facility is sold or transferred to an electric transmission utility or any other entity, this Lease Agreement, the Project Documents, and the underlying exemption shall terminate with respect to the Interconnection Substation Facility property; provided, however, such transfer shall not reduce the Company's payment obligations under the PILOT Agreement.

(c) Notwithstanding anything to the contrary contained in this Lease Agreement, in any instance where the term of any of the Company's leasehold interests, easement rights, licenses or permits comprising a portion of the Land expires or is terminated during the Term, this Lease Agreement, the Project Documents, and the underlying exemption shall automatically terminate with respect to such leasehold interest, easement right, license or permit upon the expiration or termination thereof, except for any wind flow, rotor overhang, access, effects, crane travel path, distribution and collection, or construction easements granted under such leasehold(s) over such leasehold(s), which shall not terminate on, and shall survive after, the termination or expiration of such leasehold(s).

(d) At the request of the Company, the Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any item of Property or Land pursuant to Section 9.2(a), Section 9.2(b), or Section 9.2(c) free from the Liens of the Project Documents. The Company shall pay all costs and expenses (including counsel fees) incurred in transferring title to and releasing from the Liens of the Project Documents any item of Property or Land removed pursuant to this Section 9.2.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default.

(a) The following shall be "Events of Default" under this Lease Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(i) The Company fails to pay when due any amount due and payable by the Company pursuant to this Lease Agreement and such failure continues for a period of ten (10) days.

(ii) A default in any material respect in the performance or observance of any other of the covenants, conditions or agreements on the part of the Company in this Lease Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided, however, that if such default is capable of cure but cannot be cured within such 30-day period, the failure of the Company to cure within such 30-day period shall not constitute an Event of Default if the Company institutes corrective action within such 30-day period and thereafter prosecutes the same with due diligence and cures such default within ninety (90) days after such written notice is given; provided further, that, in the event the default cannot be cured within such 90-day period for reasons not reasonably within the Company's

control, the Company shall be granted such additional time as may reasonably be required to cure the default without any such delay constituting an Event of Default.

(iii) The occurrence of an uncured default or an uncured event of default under any other Project Document.

(iv) Any representation or warranty made by the Company herein or in any other Project Document proves to have been false, in any material respect, at the time it was made and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided, however, that if such false representation or warranty is capable of cure but cannot be cured within such 30-day period, the failure of the Company to cure within such 30-day period shall not constitute an Event of Default if the Company institutes corrective action within such 30-day period and thereafter prosecutes the same with due diligence and cures such default within ninety (90) days after such written notice is given; provided further, that, in the event the default cannot be cured within such 90-day period for reasons not reasonably within the Company's control, the Company shall be granted such additional time as may reasonably be required to cure the default without any such delay constituting an Event of Default.

(v) The Company shall admit its inability to pay its debts as they become due.

(vi) The Company shall conceal, remove, or permit to be concealed or removed any part of its Property, with intent to hinder, delay, or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within sixty (60) days from the date thereof.

(vii) (A) The filing by the Company (as debtor) of a voluntary petition under the Bankruptcy Code or any other federal or state bankruptcy statute, (B) the failure by the Company within ninety (90) days to lift any execution, garnishment or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder, (C) the commencement of a case under the Bankruptcy Code against the Company as the debtor or commencement under any other federal or state bankruptcy statute of a case, action or proceeding against the Company and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days, (D) the entry of an order for relief by a court of competent jurisdiction under the Bankruptcy Code or any other federal or state bankruptcy statute with respect to the debts of the Company, or (E) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Company, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(viii) The removal of the Project Facility, or any portion thereof, outside Franklin County, New York, without the prior written consent of the Agency, other than in connection with a removal under Section 9.2 hereof.

(b) Notwithstanding the provisions of Section 10.1(a) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Lease Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (b), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 5.3 and 6.2 hereof, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 3.3 and 8.2 hereof and to comply with the provisions of Sections 2.4(b), 8.4, and 8.5 hereof.

(c) The term “*force majeure*” as used herein shall include acts outside of the control of the Agency and the Company, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of any Governmental Authority or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, or other weather related events or arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the party claiming such inability. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 10.2. Remedies.

(a) Subject to Section 10.2(d) and Section 10.2(e) hereof, whenever any Event of Default hereunder shall have occurred and continue, the Agency may, after notice to the Lender(s), to the extent permitted by law, take any one or more of the following remedial steps:

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable (without acceleration), (a) all amounts then payable pursuant to Section 5.3 hereof, and (b) all other payments then due under this Lease Agreement; or

(ii) terminate this Lease Agreement and convey to the Company all the Agency’s interest in and to the Project Facility. The conveyance of the Agency’s interest in and to the Project Facility shall be effected by the recording by the Agency of the

Termination of Lease to Agency. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such termination and conveyance; or

(iii) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Company under this Lease Agreement.

(b) Except to the extent such obligations are satisfied by the sale of the Project Facility, no action taken pursuant to this Section 10.2 (including repossession of the Project Facility) shall relieve the Company from its obligations to make all payments required by this Lease Agreement.

(c) Prior to exercising remedies hereunder, the Agency shall comply with the cure rights granted to the Lender pursuant to the Consent to Assignment.

(d) The Agency acknowledges that it may need to comply with certain provisions of New York Public Service Law in connection with the exercise of certain remedies set forth herein.

(e) Notwithstanding the foregoing, before the Agency may exercise any remedy hereunder, including its option to terminate the Lease Agreement and the Lease to Agency, the Company shall have the right to cure or to cause to be cured the Event of Default complained of and the Agency shall accept such performance by or at the instigation of the Company.

Section 10.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or as required by Applicable Laws.

Section 10.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Lease Agreement or the other Project Documents and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

Section 10.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

OPTIONS AND OBLIGATION TO PURCHASE

Section 11.1. Early Termination of this Lease Agreement. The Company shall have the option to terminate this Lease Agreement prior to the termination date specified in Section 5.2 hereof by filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section 11.1.

Section 11.2. Obligations to Surrender and Accept the Project Facility. Contemporaneously with the termination of this Lease Agreement in accordance with Section 5.2 or Section 11.1 hereof, the Agency shall terminate, surrender, cede, and deliver, and the Company shall accept, all the Agency's interest in the Project Facility for consideration equal to the payment of all sums then due and payable (without acceleration) to the Agency or any other Person pursuant to this Lease Agreement and the other Project Documents. The obligation of the Agency under this Section 11.2 to terminate, surrender, cede, and deliver its leasehold interest in the Project Facility will be subject to there being (i) no Event of Default existing hereunder or under any other Project Document, or (ii) any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default, in each case, that would not be resolved by the termination of this Lease Agreement.

Section 11.3. Conveyance of the Project Facility.

(a) At the closing of any termination of the Agency's leasehold interest in the Project Facility pursuant to Section 11.2 hereof, the Agency shall, upon the satisfaction of the conditions set forth in Section 11.1 and Section 11.2 hereof, as appropriate, deliver to the Company all necessary documents (i) to terminate, surrender, cede, and deliver in favor of the Company all the Agency's right, title and interest in and to the Project Facility, as such property then exists, subject only to the following: (A) any Liens or title defects to which title to such Property was subject when conveyed to the Agency, (B) any Liens created at the request of the Company or to the creation of which the Company consented, (C) any Permitted Encumbrances, and (D) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease Agreement or arising out of an Event of Default; and (ii) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance settlements or Condemnation awards with respect to the Project Facility (but not including amounts relating to the Unassigned Rights).

(b) The termination of the Agency's interest in the Project Facility shall be effected by the execution and delivery by the Company and the Agency of the Termination of Lease Agreement (an unexecuted copy of which is attached hereto as Exhibit D). The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such termination.

(c) The Company agrees to prepare the Termination of Lease Agreement, together with all equalization and assessment forms and other necessary documentation, and to forward same to the Agency at least twenty (20) days prior to the date that the Project Facility or any portion thereof is to be conveyed to the Company.

(d) The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from the termination contemplated by this Section 11.3.

(e) Upon the payment in full of all obligations then due (without acceleration) under this Lease Agreement and notwithstanding the survival of certain obligations of the Company as described in Section 12.8 hereof, the Agency shall upon the request of the Company execute and deliver to the Company such documents as the Company may reasonably request, in recordable form if so requested, to evidence the termination and release of all Liens granted to the Agency hereunder or under any of the other Project Documents.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices.

(a) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and deemed given when (i) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (ii) delivery is refused by the addressee, as evidenced by an affidavit of the Person who attempted to effect such delivery.

(b) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

to the Agency: County of Franklin Industrial Development Agency
10 Elm Street, Suite 2
Malone, New York 12953
Attention: Chief Executive Officer
Telephone: (518) 483-9472

to the Company: Jericho Rise Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Attention: General Counsel
Telephone: (713) 265-0350

with a copy to: Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz, Esq.
Telephone: (315) 554-8166

(c) So long as any Loan remains outstanding, a duplicate copy of each notice, certificate and other communication given hereunder shall be given to the Lender and counsel to the Lender at the address for the Lender and counsel to the Lender provided by the Company in

writing at the closing of the Loan. The Company shall provide written notice to the Agency of the identity and addresses of the Lenders. Upon the occurrence of the change in the identity or address of a Lender, the Company shall promptly provide written notice of such change to the Agency.

(d) The Agency and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

Section 12.2. Binding Effect. This Lease Agreement shall inure to the benefit of the Agency and the Company and shall be binding upon the Agency, the Company and, as permitted by this Lease Agreement, their respective successors and permitted assigns.

Section 12.3. Severability. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Lease Agreement.

Section 12.4. Amendment. This Lease Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto and, so long as any Loan remains outstanding, consented to by the Lender.

Section 12.5. Execution of Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6. Governing Law. This Lease Agreement shall be governed by and construed in accordance with the applicable laws of the State.

Section 12.7. Recording and Filing. This Lease Agreement (or a memorandum hereof), and each LA Supplement (or a memorandum thereof), shall be recorded or filed, as the case may be, by the Agency (but at the sole cost and expense of the Company) in the office of the County Clerk of Franklin County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

Section 12.8. Survival of Obligations.

(a) The obligations of the Company to make the payments required by Section 5.3 hereof and to provide the indemnity required by Section 3.3 hereof shall survive the termination of this Lease Agreement until the expiration of the applicable statute of limitations during which a claim, cause of action or prosecution relating to such indemnities may be brought and the payment of all expenses and charges incurred by the Agency or its officers, members, agents, or employees relating thereto, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

(b) The obligations of the Company with respect to the Unassigned Rights shall survive the termination of this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees, relating thereto.

Section 12.9. Table of Contents and Section Headings. The Table of Contents and the headings of the several Sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Lease Agreement.

Section 12.10. No Recourse; Special Obligations.

(a) The obligations and agreements of the Agency contained herein shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company), servants and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State or the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from this Lease Agreement, the PILOT Agreement, the Lease to Agency, and the Project generally, or the sale or other disposition of the Project Facility or the Project.

(c) No order or decree of specific performance with respect to any of the obligations of the Agency or the Company, as the case may be, hereunder shall be sought or enforced against the Agency or the Company, as the case may be, unless (i) the party seeking such order or decree shall first have requested the Agency or the Company, as the case may be, in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency or the Company, as the case may be, shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action within such 10-day period to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result

of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

(d) All covenants, stipulations, promises, agreements, and obligations of the Company contained in this Lease Agreement shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Company, not of any parent, officer, member, director, agent, servant, or employee of the Company, and no recourse under or upon any obligation, covenant or agreement contained in this Lease Agreement, or otherwise based or in respect of this Lease Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present, or future parent, officer, member, director, agent, servant, or employee, as such of the Company or any successor thereto. It is expressly understood that no such personal liability whatever shall attach to, or is or shall be incurred by, any such parent, officer, member, director, agent, servant, or employee by reason of the obligations, covenants, or agreements contained in this Lease Agreement or implied therefrom. Any and all such liability of, and any and all such rights and claims against, every such parent, officer, member, director, agent, servant, or employee under or by reason of the obligations, covenants or agreements contained in this Lease Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Lease Agreement.

Section 12.11. Reserved.

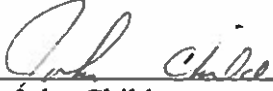
Section 12.12. Ownership for Income Tax Purposes. Notwithstanding anything to the contrary herein or in any other Project Document, each of the Agency and the Company hereby agrees that (A) the Company is the owner of the Project Facility and entitled to the economic benefits of ownership (including, but not limited to, any profits, income and gain from the Project) and bears the economic burdens of ownership of the Project Facility (including, but not limited to, any losses from and risk of loss with respect to the Project), (B) the Agency has no incidents or indicia of ownership other than a bare leasehold interest in the Project Facility, (C) the Agency intends that the Company is and will be considered the owner of the Project Facility for federal and State income tax purposes, and, accordingly, the Agency will report on any income tax return the transactions contemplated herein consistent with the Company being treated as the owner of the Project Facility for income tax purposes and will not take any position inconsistent with such treatment, (D) the Company is the legal owner of the Project Facility for purposes of any tax benefits or cash grant from the United States Treasury under the Consolidated Appropriations Act, 2016 (H.R. 2029, Sec. 301), and (E) the sole purpose for the Agency's acquisition of an interest in the Project Facility by this Agency Lease is to encourage and facilitate acquisition, construction, installation and equipping of the Project Facility.

Section 12.13. Agent Agreement. This Lease Agreement shall supersede the Agent Agreement and the Agent Agreement shall be terminated and shall have no further force and effect as of the Closing Date.

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their respective duly authorized officers and have caused this Lease Agreement to be dated as of the day and year first above written.

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: John Child
Title: Chairman

JERICO RISE WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their respective duly authorized officers and have caused this Lease Agreement to be dated as of the day and year first above written.

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: John Child
Title: Chairman

JERICO RISE WIND FARM LLC

By: _____
Name: Gabriel Alonso Imaz
Title: Chief Executive Officer

By: _____
Name: Bernardo Goarmon
Title: Executive Vice President, Finance

STATE OF NEW YORK)
)ss.:
COUNTY OF FRANKLIN)

On the 21st day of October in the year 2016, before me, the undersigned, a notary public in and for said state, personally appeared John A. Chilly personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

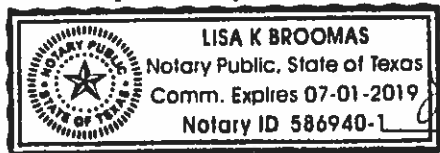


Notary Public

PAUL M. CANTWELL, JR
Notary Public, State of New York
State # 02CA0556300
My Commission Expires Feb. 28, 2018

STATE OF ~~NEW YORK~~ ^{Texas})
)ss.:
COUNTY OF Harris)

On the 18^m day of October, in the year 2016, before me, the undersigned, a notary public in and for said state, personally appeared Gabriel Alonso Jimenez personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

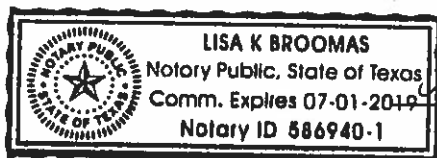


Lisa K Broomas

Notary Public

STATE OF ~~NEW YORK~~ ^{Texas})
)ss.:
COUNTY OF Harris)

On the 18^m day of October, in the year 2016, before me, the undersigned, a notary public in and for said state, personally appeared Bernardo Gomez personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Lisa K Broomas

Notary Public

APPENDIX A

Schedule of Definitions

The following words and terms used in the Lease Agreement shall have the respective meanings set forth below unless the context or use indicates another or different meaning or intent:

“Act” means Title 1 of Article 18-A of the General Municipal Law of the State, as amended, together with Chapter 453 of the Laws of 1970 of the State, as amended, codified as Section 909 of the General Municipal Law of the State, as amended from time to time.

“Affected Tax Jurisdiction” shall have the meaning assigned to such term in the eighth recital clause to the Lease Agreement.

“Affected Tax Jurisdictions” means, collectively, the County, the Towns, the School District, and any other governmental unit or units wherein the Project Facility is located.

“Affiliate” of any Person means any other Person which directly or indirectly controls, or is controlled by, or is under common control with, such Person.

“Agency” means (a) County of Franklin Industrial Development Agency and its successors and assigns, and (b) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which County of Franklin Industrial Development Agency or its successors or assigns may be a party.

“Agency Fee” means the administrative fee to be paid by the Company to the Agency in connection with the Financial Assistance.

“Agency Findings Statement” means the Lead Agency Findings Statement adopted by the Agency on March 7, 2016 as the Agency’s written findings statement relative to the Project, as required by SEQR.

“Agent Agreement” means the Agent Agreement, dated as of April 26, 2016, by and between the Company and the Agency.

“Annual Sales Tax Report” means a New York State Department of Taxation and Finance Form ST-340 (Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)), indicating the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency pursuant to Section 4.1 of the Lease Agreement.

“Applicable Laws” means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use, or condition of the Project Facility or any part thereof, including but not limited

to (a) applicable building, zoning, environmental, planning, and subdivision laws, ordinances, rules, and regulations of Governmental Authorities having jurisdiction over the Project Facility, (b) restrictions, conditions, or other requirements applicable to any permits, licenses, or other governmental authorizations issued with respect to the foregoing, and (c) judgments, decrees, or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

“Application” shall have the meaning assigned to such term in the fourth recital clause of the Lease Agreement.

“Authorized Representative” means (a) with respect to the Agency, its Chairman or Vice-Chairman, or such other Person or Persons at the time designated to act on behalf of the Agency by written certificate furnished to the Company containing the specimen signature of each such Person and signed on behalf of the Agency by its Chairman, Vice Chairman, or such other person as may be authorized by resolution of the Agency to act on behalf of the Agency, and (b) with respect to the Company, its chief executive officer or chief financial officer, or such other Person or Persons at the time designated to act on its behalf by written certificate furnished to the Agency containing the specimen signature of each such Person and signed on its behalf by its chief executive officer or chief financial officer, or such other person as may be authorized by its members to act on its behalf.

“Authorizing Resolution” means the resolution duly adopted by the Agency on October 12, 2016, authorizing and directing the undertaking and completion of the Project and the execution and delivery of the Project Documents to which the Agency is a party.

“Bankruptcy Code” means the United States Bankruptcy Code, constituting Title 11 of the United States Code, as amended from time to time, and any successor statute.

“Business Day” means any day of the year other than (a) a Saturday or Sunday, (b) a day on which the New York Stock Exchange is closed or (c) a day on which commercial banks in New York, New York are required or authorized to remain closed.

“Closing” means the closing at which the Project Documents are executed and delivered.

“Closing Date” means the date of the Closing.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

“Company” means Jericho Rise Wind Farm LLC, a limited liability company formed and existing under the laws of the State of Delaware and authorized to conduct its business in the State of New York, and its successors and assigns, to the extent permitted by the Lease Agreement.

“Completion Date” means the earlier to occur of (a) the date of substantial completion of the Project, as evidenced in the manner provided in Section 4.2 of the Lease Agreement, or (b) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

“Compliance Report” shall have the meaning assigned to such term in Section 8.14(c) of this Lease Agreement.

“Condemnation” means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

“Consent to Assignment” means the consent to assignment from the Agency to the Lender, substantially in the form attached as Exhibit E to the Lease Agreement.

“County” means Franklin County, New York.

“Default Interest Rate” means a per annum rate of interest equal to fifteen percent (15%) per annum, or the maximum annual rate of interest permitted by the RPTL with respect to delinquent taxes, whichever is less.

“Enabling Act” shall have the meaning assigned to that term in the first recital clause of the Lease Agreement.

“Environmental Laws” mean all laws, statutes, ordinances and codes of any Governmental Authority relating to the protection, preservation or remediation of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, decisions, orders and written and published directives, policies and guidelines of Governmental Authorities with respect thereto.

“Equipment” means all equipment, fixtures, machinery, building materials, and items of personal property and all appurtenances intended to be acquired or used in connection with the acquisition, construction, equipping, and installation of the Project, and such substitutions and replacements therefore, and additions thereto, as may be made from time to time pursuant to the Lease Agreement, including without limitation, all the Property described in Exhibit B to the Lease Agreement.

“Event of Default” means, with respect to any particular Project Document, any event specified as an Event of Default pursuant to the provisions thereof.

“Financial Assistance” shall have the meaning assigned to such term in Section 854(14) of the Act, including exemption from certain sales and use taxes, real property taxes, and mortgage recording taxes.

“Findings Statement” means the statement of findings and decision relative to the Project adopted by the Lead Agency on March 7, 2016 under SEQR.

“Future Parcels” means parcels of real property leased by the Company to the Agency pursuant to any LTA Supplement to the Lease to Agency following the Closing Date.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governmental Authority” means the United States of America, the State, and any political subdivision thereof, and any agency, department, commission, court, board, bureau, or instrumentality of any of them.

“Gross Proceeds” means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to, the settlement of any insurance or Condemnation award.

“Hazardous Materials” means any: (i) substance, the presence of which requires investigation or remediation under any Environmental Law; or (ii) substance which is toxic, explosive, corrosive, flammable, radioactive, or otherwise hazardous and is or becomes regulated by any Governmental Authority; or (iii) petroleum, gasoline, diesel fuel, crude oil (or any fraction thereof), or other petroleum by-product; or (iv) substance which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (v) substance which is or becomes defined as a “hazardous waste”, “hazardous substance”, “toxic substance”, pollutant, or contaminant under any Environmental Law.

“Immediate Notice” means same-day notice by telephone, telecopy, facsimile, or telex, followed by prompt written confirmation sent by overnight delivery.

“Improvements” shall have the meaning assigned to such term in the fourth recital clause of the Lease Agreement.

“Indebtedness” means (a) the monetary obligations of the Company to the Agency and its members, officers, agents, servants, and employees under the Lease Agreement and the other Project Documents, (b) the monetary obligations of the Company to the Affected Tax Jurisdictions under the PILOT Agreement and the other Project Documents, and (c) all interest accrued and accruing on any of the foregoing.

“Indirect Agent” shall have the meaning assigned to such term in Section 8.12 of the Lease Agreement.

“Installed Capacity” shall have the actual nameplate electric generating capability of the Project Facility, as determined pursuant to the PILOT Agreement.

“Interconnection Substation Facility” means the facility containing transformers, switches, and related equipment, including the portion of the Land thereunder, located at 879 County Route 33, Town of Chateaugay, Franklin County, New York, at which the Project Facility is interconnected to the electrical grid.

“Land” means approximately 6,100 acres of land located in the Towns of Bellmont and Chateaugay, Franklin County, New York, all as further described on Exhibit A to the Lease Agreement.

“Lead Agency” has the meaning assigned to such term in the fifth recital clause of the Lease Agreement

“Lease Agreement” means that certain Lease Agreement, dated as of October 20, 2016, by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company and the Company, as agent for the Agency, will undertake and complete the Project, including, but not limited to, the acquisition, construction, installation and equipping of the Project Facility, as amended or supplemented from time to time.

“Lease to Agency” means that certain Lease Agreement, dated as of October 20, 2016, by and between the Company, as lessor, and the Agency, as lessee, pursuant to which the Company conveys a leasehold interest in the Leased Property to the Agency, as amended or supplemented from time to time.

“Leased Property” means the Property leased to the Agency pursuant to the Lease to Agency.

“Lenders” shall have the meaning assigned to such term in the tenth recital clause of the Lease Agreement.

“Letter of Credit” shall have the meaning assigned to such term in Section 5.1 of the PILOT Agreement.

“Lien” or “lien” means any interest in Property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including but not limited to a security interest arising from a mortgage, security agreement, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against such Person. The term “Lien” includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics’, materialmen’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes of the Project Documents, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

“Loans” shall have the meaning assigned to such term in the tenth recital clause to the Lease Agreement.

“Loan Documents” shall have the meaning assigned to such term in the tenth recital clause to the Lease Agreement.

“Material Adverse Effect” means a material adverse effect on either (i) the financial condition of the Company, (ii) the operation of the Project Facility, or (iii) the ownership of the Project Facility.

“Maximum Sales Tax Benefit” has the meaning assigned to such term in Section 8.12(d) of this Lease Agreement.

“Mortgage” means one or more mortgages and any other security documents and related documents from the Agency and the Company and/or an Affiliate of the Company to a Lender, which Mortgage will grant in favor of the Lender liens on and security interests in the Mortgaged Property to secure the Loans, as said mortgage or mortgages may be amended or supplemented from time to time.

“Mortgaged Property” means all Property which may from time to time be subject to the Lien of the Mortgage.

“MW” shall have the meaning assigned to such term in the fourth recital clause of the Lease Agreement

“Net Proceeds” means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys’ fees and expenses) incurred in obtaining such Gross Proceeds.

“Permitted Encumbrances” means (a) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (b) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens, (c) Liens for taxes, assessments and utility charges (i) to the extent permitted by Section 6.2(b) of the Lease Agreement or (ii) at the time not delinquent, (d) any Lien on the Project Facility in favor of a Lender, (e) any Lien on the Project Facility obtained through or permitted by any Project Document or Loan Document, (f) any Lien on property interests of lessors of the Land to the Company, (g) any Lien requested by the Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed, and (h) any exception to title noted on title insurance policies obtained by (i) the Company in connection with its acquisition of its interest in the Land, and (ii) any Lender in connection with a Loan.

“Person” means an individual, limited liability company, partnership, corporation, trust, entity, unincorporated organization, or Governmental Authority.

“PILOT Agreement” means that certain Payment in Lieu of Tax Agreement, dated as of October 20, 2016, by and between the Company and the Agency pursuant to which the Company agrees to make certain PILOT Payments with respect to the Project Facility to the Agency for distribution to the Taxing Entities, as amended or supplemented from time to time.

“PILOT Payments” means payments in lieu of Real Estate Taxes (as defined in the PILOT Agreement).

“Project” shall have the meaning assigned to that term in the fourth recital clause to the Lease Agreement.

“Project Documents” shall have the meaning assigned to that term in the seventh recital clause to the Lease Agreement.

“Project Facility” means, collectively, the Land, Improvements, and Equipment.

“Project Improvements” shall have the meaning assigned to such term in Section 3.5 of the Lease to Agency.

“Property” means any interest in any kind of property or asset, whether real, personal, or mixed, or tangible or intangible.

“Purchaser” means a third party purchaser to whom the Project Facility or any part thereof is sold, conveyed, transferred, encumbered, or otherwise disposed of.

“Qualifying Letter of Credit Provider” means any bank, financial institution or trust company organized under the laws of the United States of America or any state thereof that has, as of any date of determination, a credit rating for long-term, unsecured debt of not less than A3 from Moody’s Investors Service, Inc. (or any successor thereto) or A- from Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (or any successor thereto).

“Real Property Tax Exemption Form” means a New York State Board of Real Property Services Form RP-412-a (Industrial Development Agencies - Application for Real Property Tax Exemption) relating to the Project Facility.

“Required Approvals” means issuance of a permanent and unconditional certificate (or certificates) of occupancy for the completed Project Facility by the Company and all other permits, licenses and approvals necessary to allow the Project Facility to be used for its intended purpose.

“Requirement” or “Local Requirement” means any law, ordinance, order, rule, or regulation of a Governmental Authority.

“RPTL” means the Real Property Tax Law of the State, as amended.

“Sales Tax Exemption Letter” shall have the meaning assigned to such term in Section 8.13 of the Lease Agreement.

“School District” means the Chateaugay Central School District.

“SEQR” shall have the meaning assigned to such term in the fifth recital clause of the Lease Agreement.

“SEQR Act” shall have the meaning assigned to such term in the fifth recital clause of the Lease Agreement.

“SEORA Regulations” shall have the meaning assigned to such term in the fifth recital clause of the Lease Agreement.

“SEORA Resolution” shall have the meaning assigned to such term in the fifth recital clause of the Lease Agreement

“State” means the State of New York.

“Successor” means an Affiliate or Purchaser to whom the Project Facility or any part thereof is sold, conveyed, transferred, encumbered, or otherwise disposed of.

“Termination of Lease Agreement” means that certain Termination of Lease Agreement by and between the Agency, as landlord, and the Company, as tenant, intended to evidence the termination of the Lease Agreement, substantially in the form attached as Exhibit D to the Lease Agreement.

“Termination of Lease to Agency” means that Termination of Lease to Agency from the Agency to the Company, evidencing termination of the Lease to Agency, substantially in the form attached as Exhibit D to the Lease Agreement, which termination is intended, upon certain terminations of the Lease Agreement, to terminate the leasehold interest of the Agency created pursuant to the Lease to Agency.

“Thirty-Day Sales Tax Report” means a New York State Department of Taxation and Finance Form ST-60 (IDA Appointment of Project Operator or Agent) notifying the New York State Department of Taxation and Finance that the Agency has appointed the Company to act as agent of the Agency pursuant to Section 4.1 of the Lease Agreement.

“Towns” means the Town of Bellmont, Franklin County, New York and the Town of Chateaugay, Franklin County, New York.

“Unassigned Rights” means (a) the rights of the Agency granted pursuant to and the moneys due and to become due to the Agency for its own account or the members, officers, agents (other than the Company) and employees of the Agency for their own account pursuant to Sections 4.1(d), 4.1(e), 4.1(f), 5.3(b), 5.3(c), 7.1(a)(iv)(B), 7.2(c)(iii)(B), 7.2(e), 8.2, 8.9, 9.2(c), 10.2, 10.4, and 12.10(c) of the Lease Agreement, (b) the moneys due as PILOT Payments pursuant to the PILOT Agreement, and (c) the right to enforce the foregoing pursuant to Article X of the Lease Agreement.

EXHIBIT A

Description of the Land

Pursuant to that certain lease agreement (the “Lease to Agency”), dated as of October 20, 2016, by and between Jericho Rise Wind Farm LLC, a Delaware limited liability company (the “Company”), as lessor, and the County of Franklin Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the “Agency”), as lessee, the Agency acquired a leasehold interest in the Company’s fee simple, leasehold, and easement interests in the parcels located in the Towns of Chateaugay and Bellmont, County of Franklin, New York described below (the “Land”), and pursuant to that certain lease agreement (the “Lease Agreement”), dated as of October 20, 2016, by and between the Agency, as lessor, and the Company, as lessee, the Agency subleased the Land to the Company. The description below sets forth the parcels in which a leasehold interest was conveyed.

Fee Parcel(s)

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Chateaugay, Franklin County, New York, bounded and described as follows:

88.-3-2.100 Jericho Rise Wind Farm LLC: Warranty Deed with Lien Covenant recorded November 27, 2007 under Instrument No. 2007-00005773

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map No. 88 as Parcel Number 88-3-2.100, which said land is contained in a Warranty Deed with Lien Covenant made by Daniel E. Clark and Edward W. Legacy to Ricky Jock and Tina Jock, dated March 5, 1994 and recorded on March 5, 1999 in the Franklin County Clerk's Office in Book 718 at page 196. Being more particularly described on a survey prepared by Marsh & Langdon as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York being part of Great Lot 26, Township No. 7, Old Military Tract, bounded and described as follows:

Beginning at the northeast corner of said lot, and running thence west in the north line thereof eighty seven and one-half rods; Thence south parallel to the east line one hundred and sixty rods; Thence east parallel to the north line of said lot to the east line of said lot; Thence north in said east line to the place of beginning.

EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, being part of Great Lot No. 26, Township No. 7, Old Military Tract, bounded and described as follows, ie:

BEGINNING at a point in the easterly line of Great Lot 26, which is on the centerline of the Toohill Road, which point marks the southeast corner of the premises described in a deed from Edwin & Geraldine Summers to Donald R. & Dorothy I. Covey, recorded May 24, 1972 in Liber 457 of Deeds at page 608; Thence running westerly direction along the southerly boundary of the premises described in the aforesaid deed from Summer to Covey eighty seven and one-half (87.5) rods to the southwest corner of the premises described in the aforesaid deed from Summers to Covey; Thence north and along the westerly line of the premises described in the aforesaid deed from Summers to Covey, 800 feet to a point; Thence in an easterly direction, in a line parallel to the first course 87 1/2 rods to a point on the easterly line of Great Lot No. 26, and the centerline of the Toohill Road; Thence in a southerly direction and along the easterly line of Great Lot No. 26 and the centerline of the Toohill Road 800 feet to the place of beginning.

The above parcel of land is more accurately described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in Great Lot No. 26, Township No. 7, Old Military Tract, Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows:

BEGINNING at the centerline intersection of the Willis Road and the Toohill Road, said point being the northeast corner of Great Lot No. 26 and the northeast corner of the property conveyed to Ricky & Tina Jock, as recorded in the Franklin County Clerk's Office in Liber 718 at page 196, said point having state plane coordinates of North 2208107.62 East 591995.93; Thence along the centerline of the

Willis Road also being the easterly bounds of Great Lot No. 26 and the Jock property South 02 degrees 06 minutes 20 seconds East for a distance of 1,878.48 feet to a point in the centerline of the Willis Road, said point being the southeast corner of the property herein described; Thence South 83 degrees 59 minutes 50 seconds West for a distance of 1,428.67 feet to a 5/8" rebar set in a stonewall/fence line marking the southwest corner of the rock property, said rebar also being the northwest corner of the property conveyed to Doug & Jodi Downs as recorded in the Franklin County Clerk's Office in Liber 637 at page 293, said rebar also being in the east bounds of the property conveyed to William F. Toohill as recorded in the Franklin County Clerk's Office in Liber 330 at page 521, said course passing over a 5/8" rebar set with cap marked "Marsh & Langdon" 24.80 feet west of the centerline of the Willis Road; Thence along the west bounds of Jock and the east bounds of Toohill as marked by an old stonewall and barb wire fence North 02 degrees 30 minutes 10 seconds West for a distance of 1,915.88 feet to a point in the centerline of the Toohill Road, said point being the northwest corner of Jock and the northeast corner of Toohill, said point also being in the north line of Great Lot No. 26, said course passing over a 5/8" rebar set with cap marked "Marsh & Langdon" 24.76 feet south of the centerline of the Toohill Road; Thence along the centerline of the Toohill Road and the north bounds of Jock and Great Lot No. 26, North 85 degrees 31 minutes 00 seconds East for a distance of 39.56 feet to a point, said point being the northwest corner of the Power Authority of the State of New York Parcel No. 192 as recorded in the Franklin County Clerk's Office in Liber 481 at page 497; Thence around the Power Authority of the State of New York's Parcel 192 the following courses and distances: 1). South 03 degrees 06 minutes 45 seconds East for a distance of 1,613.05 feet to a 7/8" rebar found with cap marked "PASNY" said course passing over a 7/8" rebar found with cap marked "PASNY", 24.76 feet south of the centerline of Toohill Road; 2) North 81 degrees 57 minutes 45 seconds East for a distance of 596.27 feet to a 7/8" rebar found with cap marked "PASNY"; 3). North 08 degrees 03 minutes 10 seconds West for a distance of 661.00 feet to a 7/8" rebar found with cap marked "PASNY"; 4). South 81 degrees 58 minutes 10 seconds West for a distance of 430.03 feet to a 7/8" rebar found with cap marked "PASNY" 5). North 08 degrees 03 minutes 45 seconds West for a distance of 336.66 feet to a 7/8" rebar found with cap marked "PASNY"; 6). North 03 degrees 06 minutes 30 seconds West for a distance of 606.66 feet to a point in the centerline of the Toohill Road, said point being in the north bounds of Jock and Great Lot No. 26, said course passing over a 7/8" rebar found with cap marked "PASNY" 24.64 feet south of the centerline of the Toohill Road; Thence along the centerline of the Toohill Road also being the north bounds of Jock and Great Lot No. 26, North 85 degrees 31 minutes 00 seconds East, for a distance of 1,320.41 feet to the place of beginning.

All bearings referred to True North at 74.5 Meridian of West Longitude.

Leasehold Parcel(s)

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Towns of Chateaugay and Belmont, Franklin County, New York, bounded and described as follows:

88.-5-5 and 88.-5-6 Elsa Beth Berenberg and Bruce A. Martell - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 18, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 18, 2008, by and between Elsa Beth Berenberg and Bruce A. Martell and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on September 10, 2008 in Volume 984, at Page 224, with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 28, 2011 between the parties, as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016 by and between the parties, recorded on September 2, 2016 as Instrument No. 2016-4304 with the Office of the Recorder of Franklin County, New York

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **88** as Parcel Nos. **88-5-5** and **88-5-6**, which said land is contained in a *Warranty Deed* given by William Dryer Co., a Delaware corporation to Elsa Beth Berenberg and Bruce A. Martell dated August 14, 1975 and recorded on August 15, 1972 in the Franklin County Clerk's Office in Book 458 of Deeds at page 989, to which reference is made for a more detailed description and incorporated herein.

102.-2-2.200. 88.-5-2 and 88.-5-7.200 – Bilow Farms Realty, LLC, a New York limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated September 22, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements, dated September 22, 2015, by and between Bilow Farms Realty, LLC, a New York Limited Liability Company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 16, 2015 as Instrument No. 2015-5149, with the Office of the Recorder of Franklin County, New York.

THE FOLLOWING REAL PROPERTIES LOCATED IN THE COUNTY OF FRANKLIN, STATE OF NEW YORK:

Parcel 1:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88.-5-7.200, which said land is contained in a *Warranty Deed* given by Vincent Bilow and Trudy Bilow, his wife to Bilow Farms Realty, LLC a Limited Liability Company, dated May 31, 2007 and recorded on August 8, 2007 in the Franklin County Clerk's Office as Liber 954 at page 156, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT:

Area within polygon made up by the following coordinates: 44°52'27.62"N, 74° 5'27.49"W; 44°52'27.53"N, 74° 5'30.15"W; 44°52'29.32"N, 74° 5'30.37"W; 44°52'28.98"N, 74° 5'35.54"W; 44°52'18.34"N, 74° 5'34.30"W; 44°52'18.53"N, 74° 5'30.46"W; 44°52'21.54"N, 74° 5'30.80"W; 44°52'21.84"N, 74° 5'26.65"W. 44°52'21.84"N, 74° 5'26.65"W.

Parcel 2:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88.-5-2, which said land is contained in a *Warranty Deed* given by Vincent Bilow and Trudy Bilow, his wife to Bilow Farms Realty, LLC a Limited Liability Company, dated May 31, 2007 and recorded on August 8, 2007 in the Franklin County Clerk's Office as Liber 954 at page 156, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT:

Area within polygon made up by the following coordinates: 44°52'30.83"N, 74° 6'49.49"W; 44°52'30.25"N, 74° 6'53.23"W; 44°52'27.86"N, 74° 6'54.12"W; 44°52'26.95"N, 74° 6'58.29"W; 44°52'23.49"N, 74° 6'57.62"W; 44°52'24.42"N, 74° 6'49.08"W.

Parcel 3:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 102 as Parcel No. 102.-2-2.200, which said land is contained in a *Warranty Deed* given by Vincent Bilow and Trudy Bilow, his wife to Bilow Farms Realty, LLC a Limited Liability Company, dated May 31, 2007 and recorded on August 8, 2007 in the Franklin County Clerk's Office as Liber 954 at page 156, to which reference is made for a more detailed description and incorporated herein.

88.-5-8.4. 89.-1-13 and 89.-1-14 – Bilow Farms Realty, LLC, a New York limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated June 30, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements, dated June 30, 2008, by and between Herbert J. Healey and Carolyn J. Healey and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 7, 2008, as Instrument No. 2008- 00003043, with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 15, 2011 between the parties, and as further amended and assigned by that certain Amendment to

Wind Energy Lease and Agreement with Grants of Easements dated October 1, 2015, by and among Herbert J. Healey and Carolyn J. Healey, as Assignor, Bilow Farms Realty, LLC, a New York limited liability company, as Assignee and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on January 21, 2016, as Instrument No. 2016-366, with the Office of the Recorder of Franklin County, New York, as further amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated June 1, 2016 by and between Bilow Farms Realty, LLC, a New York limited liability company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016, as Instrument No. 2016-3488 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. **88.-5-8.400**, which said land is contained in a Deed given by Lyle Cook and Phyllis Cook, his wife, to Herbert J. Healey and Carolyn J. Healey, his wife, dated September 12, 2001 and recorded on September 13, 2001 in the Franklin County Clerk's Office in Book 784 of Deeds at page 47, such land is also contained in a Warranty Deed given by Herbert J. Healey and Carolyn J. Healey, his wife, to Bilow Farms Realty, LLC, a New York Limited Liability Company dated April 4, 2014 and recorded on April 10, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1717, to which reference is made for a more detailed description and incorporated herein.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 89 as Parcel No. **89.-1-14** and Parcel No. **89.-1-13** which said land is contained in a Administrator Deed given by Carolyn Calnon, as Administrator, c.t.a. of the Estate of William F. Healey, to Herbert J. Healey and Carolyn J. Healey dated June 17, 2003 and recorded on June 19, 2003 in the Franklin County Clerk's Office in Book 830 of Deeds at page 295, such land is also contained in a Warranty Deed given by Herbert J. Healey and Carolyn J. Healey, his wife, to Bilow Farms Realty, LLC, a New York Limited Liability Company dated April 4, 2014 and recorded on April 10, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1717, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

Area within a polygon made up by the following coordinates:

44°52'53.63"N, 74° 4'28.34"W;
44°52'59.75"N, 74° 4'28.09"W;
44°52'56.03"N, 74° 4'21.55"W;
44°52'52.65"N, 74° 4'25.51"W

And

A 100 Yard radius around the following point:

44° 52' 50.31"N 74° 4' 31.798"W

60.-3-5.300 – Bilow Realty Holdings, LLC, a New York limited liability company -
Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated September 22, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated September 22, 2015, by and between Bilow Realty Holdings, LLC, a New York limited liability company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 4, 2015 as Instrument No. 2015- 5501 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 60 as Parcel No. 60.-3-5.3, which said land is contained in a *Warranty Deed With Lien Covenant* given by Mackenzie Watson to Bilow Realty Holdings, LLC, dated December 12, 2012 and recorded on December 21, 2012 in the Franklin County Clerk's Office as Instrument No. 2012129421, to which reference is made for a more detailed description and incorporated herein.

88.-4-1.300 and 88.-4-2.100 - Bilow Realty Holdings, LLC, a New York limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated January 23, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated January 29, 2009, by and between Karen Plante-Lanthier, formerly known as Karen Plante and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009 as Instrument No. 2009-00001161 with the Office of the Recorder of Franklin County, New York, as supplemented by an unrecorded Letter Agreement dated January 20, 2009, as assumed by that certain Assumption Agreement dated September 22, 2015 by and between Bilow Realty Holdings, LLC, a New York Limited Liability Company and Jericho Rise Wind Farm, LLC, a Delaware limited liability company, recorded on November 9, 2015 as Instrument No. 2015-5646 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated June 1, 2016 by and between Bilow Realty Holdings, LLC, a New York limited liability company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016, as Instrument No. 2016-3493 with the Office of the Recorder of Franklin County, New York.

THE FOLLOWING REAL PROPERTIES LOCATED IN THE COUNTY OF FRANKLIN, STATE OF NEW YORK:

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel Nos. **88-4-1.300** and **88-4-2.100**, which said land is contained in a *Warranty Deed With Full Covenants* given by Karen Plante-Lanthier a/k/a Karen Plante to Bilow Realty Holdings, LLC, a New York Limited Liability Company, dated July 21, 2010 and recorded on July 23, 2010 in the Franklin County Clerk's Office as Instrument No. 201085150, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

A 100 yard radius around the following point:
44°53'11.74"N, 74° 6'50.917"W.

103.-1-6. 74.-3-13. 74.-3-15: 74.-3-16.100. 74.-3-17. 74.-3-18. 74.-3-19 and 88.-4-8 - - 6.

Kevin Bracy, as to a life estate interest, and Robert Bracy, as the Remainderman. AND Robert Bracy, a/k/a Robert B. Bracev, a/k/a Robert B. Bracy, a/k/a R. Robert Bracy - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 18, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 18, 2008, by and between Robert Bracy, a/k/a Robert B. Bracev, a/k/a Robert B. Bracy, a/k/a R. Robert Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on September 10, 2008 as Instrument No. 2008- 00003563, in Volume 984, at Page 243 with the Office of the Recorder of Franklin County, New York, as amended pursuant to that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 22, 2011 between the parties. Parcel 2 solely was assigned pursuant to that certain Assignment and Assumption Agreement dated August 25, 2015 from Robert Bracy, a/k/a Robert B. Bracev, a/k/a Robert B. Bracy a/k/a R. Robert Bracy, as assignor, to Kevin Bracy as to a life estate interest, as assignee to be recorded with the Office of the Recorder of Franklin County, New York, as further amended by that certain Second Amendment (and Partial Release) to Wind Energy Lease and Agreement with Grant of Easements and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016 by and between Robert Bracy, a/k/a Robert B. Bracev, a/k/a Robert B. Bracy, a/k/a R Robert Bracy and Kevin Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016 as Instrument No. 2016-3491 with the Office of the Recorder of Franklin County, New York, and as further amended by that certain Third Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 10, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 10, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4303 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88-4-8, Tax Map Section No. 103 as Parcel No. 103-1-6, Tax Map Section No. 74 as Parcel Nos. 74-3-13, 74-3-15, 74-3-17, 74-3-18, 74-3-16.1 and 74-3-19, which said lands are contained in:

Parcel I:

Warranty Deed given by William Hill, Jr., aka William Hill and as William E. Hill, and Minnie Hill to Robert Bracy dated February 5, 1946 and recorded on March 1, 1946 in the Franklin County Clerk's Office in Book 249 of Deeds at page 123, to which reference is made for a more detailed description and incorporated herein.

Parcel II:

Warranty Deed given by Edwin Collins and Flossie D. Collins to Robert B. Bracey and Ada Bracy (deceased) dated May 26, 1958 and recorded on September 23, 1959 in the Franklin County Clerk's Office in Book 386 of Deeds at page 623, to which reference is made for a more detailed description and incorporated herein, except those lands conveyed by Warranty Deed given by Robert Bracy and Ada Bracy to Bruce Bracy dated August 28, 1990 and recorded on August 28, 1990 in Book 548 of Deeds at page 265.

Parcel III:

Warranty Deed given by George Dechambeau to Robert Bracy and Ada Bracy (deceased) dated May 18, 1962 and recorded on May 24, 1962 in the Franklin County Clerk's Office in Book 406 of Deeds at page 151, to which reference is made for a more detailed description and incorporated herein.

Parcel IV:

Warranty Deed given by Beaman H. LaBare to Robert Bracy and Ada Bracy (deceased) dated August 17, 1972 and recorded on September 1, 1972 in the Franklin County Clerk's Office in Book 459 of Deeds at page 136, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING (as to Tax Map Parcel No. 74-3-17):

A 100 yard radius around the following point:

44° 53' 44.94"N 74° 5' 20.312"W

88.-4-6 and 89.-1-17 – Bunjo LLC, a Limited Liability Company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 24, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 24, 2015, by and between Bunjo LLC, a Limited Liability Company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 6, 2015, as Instrument No. 2015-4949 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 31, 2016, recorded on July 19, 2016, as Instrument No. 2016-3489 with the Office of the Recorder of Franklin County, New York, between the parties.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No.88 as Parcel No. 88.-4-6, and Tax Map Section 89 as Parcel No. 89.-1-17 which said land is contained in a *Warranty Deed with Full Covenants* given by Elaine Ittleman, as to a 25% interest; Kathleen Ryan Gerard, as to a 25% interest; Christopher James Ryan, as to a 25% interest; and Christopher James Ryan and Kathleen Ryan Gerard, as Trustees under the last will and testament of Mary Elizabeth Ryan, for the benefit of Mercedes Elizabeth Pepper, as to a 12 ½% interest; and Christopher James Ryan and Kathleen Ryan Gerard, as Trustees under the last will and testament of Mary Elizabeth Ryan, for the benefit of Ryan Patrick Pepper as to a 12 ½% interest to Bunjo LLC, a Limited Liability Company, dated January 23, 2014 and recorded on February 20, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-878, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

An area within a polygon made up by the following coordinates:

44°53'20.77"N, 74° 4'57.20"W;

44°53'19.43"N, 74° 4'58.58"W;

44°53'17.83"N, 74° 4'56.16"W;

44°53'18.86"N, 74° 4'54.16"W

89.-1-12 – Harold G. Cook and Janice Cook, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 11, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 11, 2008, by and between Harold G. Cook and Janice Cook, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008 as Instrument No. 2008-00003393 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 19, 2011 between the parties.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **89** as Parcel No. **89-1-12**, which said land is contained in a *Warranty Deed* given by Garth Cook and Ida Cook, his wife, to Harold G. Cook and Janice Cook, his wife, as tenants by entirety, dated February 16, 1961 and recorded on February 24, 1961 in the Franklin County Clerk's Office in Book 397 of Deeds at page 537, to which reference is made for a more detailed description and incorporated herein, **excepting** so much of the lands conveyed by Warranty Deed with Lien Covenant given by Harold G. Cook and Janice Cook, his wife, to James R. Cook and Brenda Cook, his wife, dated April 25, 1973 and recorded on May 1, 1973 in the Franklin County Clerk's Office in Book 462 of Deeds at page 457.

88.-4-2.300 – Jay D. Cook and Carrie A. Cook, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 20, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated January 29, 2016, by and between Jay D. Cook and Carrie A. Cook, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on March 1, 2016, as Instrument No. 2016-1062 with the Office of the Recorder of Franklin County, New York, re-recorded April 20, 2016 as Instrument No. 2016-1898 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88, as parcel No. 88.-4-2.300, which said land is contained in a *Deed with Full Covenants* given by Arlend Cook and Judith Cook, his wife, to Jay D. Cook and Carrie A. Cook, his wife, dated January 16, 1997 and recorded on January 23, 1997 in the Franklin County Clerk's Office in Liber 667 of Deeds at Page 243, to which reference is made for a more detailed description and incorporated herein.

88.-4-12 – Jay D. Cook and Carrie A. Cook, husband and wife and Scott D. Beach and Janet Beach, husband and wife, as tenants in common as between the couples - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 28, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated January 29, 2016, by and between Jay D. Cook and Carrie A. Cook, husband and wife, and Scott D. Beach and Janet Beach, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on March 1, 2016 as Instrument No. 2016-1061 with the Office of the Recorder of Franklin County, New York, re-recorded April 20, 2016 as Instrument No. 2016-1897 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88, as Parcel No. 88.-4-12, which said land is contained in a Warranty Deed with Lien Covenant given by Judith Daley Diliberto to Jay D. Cook and Carrie A. Cook, husband and wife, and Scott D. Beach and Jane Beach, husband and wife, dated January 27, 2010 and recorded on February 5, 2010 in the Franklin County Clerk's Office as Instrument No. 2010-625, to which reference is made for a more detailed description and incorporated herein.

88.-4-10, 88.-4-11.100, 88.-4-7.100 and 88.-5-8.100 – Lyle Cook and Phyllis Cook, his wife

- Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 24, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 24, 2008, by and between Lyle Cook and Phyllis Cook, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on December 11, 2008 as Instrument No. 2008-00004884, in Volume 991, at Page 80 with the Office of the Recorder of Franklin County, New York, as amended pursuant to that certain First Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated June 28, 2011, recorded on September 20, 2011 as Instrument No. 2011-4728 with the Office of the Recorder of Franklin County, New York, as further amended pursuant to that certain unrecorded Second Amendment to Wind Energy Lease, Agreement and Grant of Easements dated June 28, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map No. 88, as Parcel No. **88-5-8.100**, which said land is contained in a *Deed with Full Covenant* made by Kevin R. Simpson and Carol R. Simpson to Lyle Cook and Phyllis Cook, dated June 26, 2001 and recorded on June 29, 2001 in the Franklin County Clerk's Office in Book 778 at page 334, to which reference is made for a more detailed description and incorporated herein; **Excepting** so much of the lands conveyed to Herbert J. Healey and Carolyn J. Healey by Deed with Full Covenant, dated September 12, 2001 and recorded on September 13, 2001 in the Franklin County Clerk's Office in Book 784 at page 47 and **Further Excepting** so much of those premises conveyed to Lyle Cook and Phyllis Cook by Deed with Full Covenant, dated August 23, 2001 and recorded on August 24, 2001 in the Franklin County Clerk's Office in Book 782 at page 276; **Further Excepting** so much of the lands conveyed by Deed with Full Covenant to Rodney J. Cook and recorded on July 31, 2001 in the Franklin County Clerk's Office in Book 781 at page 1.

74.-3-22.500 – Donald R. Covey and Dorothy Covey, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of

Easements dated January 7, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated January 7, 2009, by and between Donald W. Covey and Patricia A. Covey, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001158, in Volume 998, at Page 133 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 2 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map. No. **74** as Parcel No. **74-3-22.5**, which said land is contained in *Warranty Deed with Lien Covenant* executed by Daniel E. Clark and Edward W. Legacy to Donald R. Covey and Dorothy Covey, his wife, dated June 4, 1996 and recorded June 7, 1996 in the Franklin County Clerk's Office in Book 652 of Deeds, Page 323, to which reference is made for a more detailed description and incorporated herein.

74-3-22.400 – Donald W. Covey and Patricia A. Covey, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated January 7, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated January 7, 2009, by and between Donald W. Covey and Patricia A. Covey, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001160, in Volume 998, at Page 116 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 18, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map. No. **74** as Parcel No. **74-3-22.4**, which said land is contained in *Warranty Deed with Lien Covenant* executed by Daniel E. Clark and Edward W. Legacy to Donald W. Covey and Patricia A. Covey, his wife, dated May 22, 1995 and recorded May 23, 1995 in the Franklin County Clerk's Office in Book 629 of Deeds, Page 185, to which reference is made for a more detailed description and incorporated herein.

103.-2-13.100 – Scott E. Croteau and Patricia M. Croteau, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 2, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 2, 2008, by and between Scott E. Croteau and Patricia M. Croteau, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-00004300, in Volume 988, at Page 97 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 23, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map No. **103**, as Parcel No. **103.2-13.1**, which said land is contained in *Warranty Deed with Lien Covenant* made by Stephen McEwen to Scott E. Croteau and Patricia M. Croteau, his wife, dated September 4, 2003 and recorded on December 1, 2003 in the Franklin County Clerk's Office in Book 843 of Deeds at page 83, to which reference is made for a more detailed description and incorporated herein. **EXCEPTING** therefrom the premises conveyed by a *Warranty Deed with Lien Covenant* made by Stephen McEwen to County of Franklin, dated February 10, 2001 and recorded February 16, 2007 in the Franklin County Clerk's Office in Book 769 of Deeds at page 155.

74.-3-20 – Wallace Dumont and Tammy M. Dumont, his wife, as Tenants by the Entirety

- Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 28, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated May 28, 2015, by and between Wallace Dumont and Tammy M. Dumont and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 5, 2015 as Instrument No. 2015-5557 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **74**, as Parcel No. **74.-3-20**, which said land is contained in a *Warranty Deed* given by Joseph Smucker, Joseph B. Martin and Rachel A. Martin to Wallace Dumont and Tammy M. Dumont, his wife, dated August 16, 1994 and recorded on September 2, 1994 in the Franklin County Clerk's Office in Book 616, Page 105, to which reference is made for a more detailed description and incorporated herein.

102.-2-4 , 74.-1-4 and 74.-3-4 – Kenneth J. Green and Rosemary E. Green, his wife -

Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 11, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 11, 2008, by and between Kenneth J. Green and Rosemary E. Green and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008 as Instrument No. 2008-00003394, in Volume 983, at Page 304 with the Office of the Recorder of Franklin County, New York, as amended pursuant to that certain unrecorded First Amendment to Wind Energy Lease and Agreement with Grant of Easements dated November 10, 2009, as further amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 18, 2011, as further amended by that certain Third Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy

Lease and Agreement with Grant of Easements dated April 20, 2015, recorded on June 17, 2015 as Instrument No. 2015-2746 with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded September 2, 2016 as Instrument No.2016-4306 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map. No. 74, as Parcel Numbers 74-1-4 and 74-3-4, and in the Town of Chateaugay, Tax Map. No. 102, as Parcel Number 102-2-4, which said lands are contained in a *Warranty Deed with Lien Covenant* given by John J. Green to Kenneth J. Green and Rosemary E. Green, his wife, dated May 26, 2006 and recorded on May 26, 2006 in the Franklin County Clerk's Office under Instrument No. 2006-00002517, Book 917, Page 5, in the Franklin County Clerk's Office, to which reference is made for a more detailed description and incorporated herein.

88.-4-13 and 88.-4-15 – Richard L. Hall - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated September 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated September 8, 2008, by and between Richard L. Hall and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-00004302, in Volume 988, at Page 117 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 3, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated September 13, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated September 13, 2016 by and between the parties, to be recorded with Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map No. **88**, as Parcel Nos. **88-4-13** and **88-4-15**, which said land is contained in *Warranty Deed with Lien Covenant* made by Clinton Adirondack Timber & Land Co., Inc. to Richard L. Hall dated March 14, 1981 and recorded on May 7, 1981 in the Franklin County Clerk's Office in Book 501 of Deeds at page 860, to which reference is made for a more detailed description and incorporated herein; **excepting** so much as appropriated by Notice of Appropriation by the Power Authority of the State of New York to Stanley A. Hall and Hazel M. Hall, et. al. dated September 24, 1976 and recorded on October 7, 1976 in the Franklin County Clerk's Office in Book 479 of Deeds at page 392.

103.-2-16 – Donna M. Hitchcock and Diana Smith as joint tenants with the right of survivorship - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated March 3, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated March 3, 2009, by and between Donna M. Hitchcock and Diana Smith, as joint tenants with the right of survivorship and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on June 2, 2009, as Instrument No. 2009-00001763, in Volume 1000, at Page 319 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 23, 2011 between the parties.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. **103** as Parcel No. **103-2-16**, which said land is contained in a *Quit Claim Deed* given by Donald F. Titus and Idris L. Titus to Donna M. Hitchcock and Diana Smith, dated August 16, 2007 and recorded on September 17, 2007 in the Franklin County Clerk's Office in Book 957 of Deeds at page 249, to which reference is made for a more detailed description and incorporated herein.

102.-4-14 – Jeffrey W. King and Glenda J. King, husband and wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated April 16, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated April 16, 2009, by and between Jeffrey W. King and Glenda J. King, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on June 2, 2009, as Instrument No. 2009-00001764, in Volume 1000, at Page 329 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Letter Agreement dated March 31, 2009.

All that certain tract of land situated in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 102 as Parcel No. 102.-4-14, which said land is contained in a *Warranty Deed* given by William King and Nancy King, husband and wife, to Jeffrey W. King and Glenda J. King, husband and wife, dated October 1, 1992 and recorded on October 7, 1992 in the Clinton County Clerk's Office in Book 582 at page 64, to which reference is made for a more detailed description and incorporated herein, *excepting* so much of the land as conveyed by Jeffrey W. King and Glenda J. King, husband and wife, to the County of Franklin, in a *Warranty Deed* dated March 30, 2001 and recorded on April 2, 2001 in the Franklin County Clerk's Office in Book 772 of Deeds, at page 128.

103.-2-14.200 – Judy A. King - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 6, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated October 6, 2015, by and between Judy A. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on December 3, 2015, as Instrument No. 2015-6095 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 103 as Parcel No. 103.-2-14.2, which said land is contained in a *Deed With Full Covenants* given by Richard L. King and Joyce M. King to Judy A. King, dated January 16, 2007 and recorded on January 19, 2007 in the Franklin County Clerk's Office as Instrument No. 2007-00000275, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

Area within a square described by the following coordinates:

44°51'11.44"N, 74° 4'31.53"W;
44°51'16.42"N, 74° 4'32.31"W;
44°51'17.06"N, 74° 4'26.88"W;
44°51'12.03"N, 74° 4'25.99"W.

103.2-14.1 and 103.-2-14.3 - Richard King a/k/a Richard Leonard King a/k/a Richard L. King and Joyce King a/k/a Joyce M. King - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 31, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated July 31, 2008, by and between Richard King, a/k/a Richard Leonard King, a/k/a Richard L. King and Joyce King, a/k/a Joyce M. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 19, 2008, as Instrument No. 2008-00003247, in Volume 982, at Page 292 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 1, 2009 between the parties, and further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with

Grant of Easements dated March 23, 2011, as further amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016 recorded on July 19, 2016, as Instrument No. 2016-3487 with the Office of the Recorder of Franklin County, New York, between the parties, as re-recorded on July 27, 2016 as Instrument No. 2016-3628 with the Office of the Recorder of Franklin County, New York, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on August 30 2016, as Instrument No. 2016-4206 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Belmont, Tax Map. No. 103, as Parcel Numbers **103-2-15.1, 103-2-4.1 and 103-2-14 (now 103-2-14.1 and 103-2-14.3)**, which said lands are contained in Warranty Deed made by Martin McKinney also known as John McKinney to Richard King and Joyce King, dated June 29, 1966 and recorded on June 29, 1966 in the Franklin County Clerk's Office in Book 432 of Deeds at page 566. **EXCEPTING** therefrom the premises conveyed by a Quit Claim Deed made by Richard L. King and Joyce M. King to Linda Johnson, dated January 26, 1988 and recorded on January 29, 1998 in the Franklin County Clerk's Office in Book 691 of Deeds at page 257 and by a Warranty Deed with Lien Covenant made by Walter J. Whalen to Richard Leonard King and Joyce M. King, dated January 13, 1967 and recorded on January 17, 1967 in the Franklin County Clerk's Office in Book 434 of Deeds at page 847. **EXCEPTING** therefrom the premises conveyed by a Warranty Deed with Lien Covenant made by Richard Leonard King and Joyce King to Richie L. King and Debbie King, dated November 2, 1979 and recorded on November 2, 1979 in the Franklin County Clerk's Office in Book 494 of Deeds at page 1068 and by a Warranty Deed with Lien Covenant made by George W. Atwood to Richard L. King and Joyce King, dated January 16, 1961 and recorded on January 16, 1961 in the Franklin County Clerk's Office in Book 397 of Deeds at page 30 and by a Warranty Deed made by Kenneth McKenna (a/k/a Kenneth McKinney) to Richard L. King and Joyce M. King, dated May 27, 1971 and recorded on June 2, 1971 in the Franklin County Clerk's Office in Book 452 of Deeds at page 652, which deed was corrected by a Full Covenant Deed made by Kenneth McKenna (also known as Kenneth McKinney) to Richard L. King and Joyce M. King, dated May 26, 1979 and recorded on May 29, 1979 in the Franklin County Clerk's Office in Book 492 of Deeds at page 827. **EXCEPTING** therefrom the premises conveyed by a Warranty Deed with Lien Covenant made by Richard L. King and Joyce M. King to Scott Landry and Penny Landry, dated April 27, 1982 and recorded on May 10, 1982 in the Franklins County Clerk's Office in Book 506 of Deeds at page 92. **FURTHER EXCEPTING** those premises conveyed by a Warranty Deed made by Richard L. King a/k/a Richard King and Joyce M. King a/k/a Joyce King and Linda Johnson to the County of Franklin, dated February 8, 2001 and recorded on February 13, 2001 in the Franklin County Clerk's Office in Book 769 of Deeds at page 45. **FURTHER EXCEPTING** so much of the lands conveyed by a Full Covenant Deed with Lien Covenant made by Richard L. King and Joyce M. King to Judy A. King, dated January 16, 2007 and recorded on January 19, 2007 in the Franklin County Clerk's Office in Book 937 of Deeds at page 23.

SAVE AND EXCEPT THE FOLLOWING:

An area within polygon made up by the following coordinates:

44°51'44.67"N, 74° 3'22.49"W;
 44°51'43.76"N, 74° 3'31.03"W;
 44°51'37.33"N, 74° 3'28.70"W;
 44°51'38.32"N, 74° 3'20.81"W

AND

100 yards around the point listed below:

#16 44° 51' 12.55"N 74° 4' 36.391"W
 #17 44° 51' 11.38"N 74° 4' 36.906"W

102.-4-12.100 and 102.-4-15.100;– William G. King a/k/a William King and Nancy L. King - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 30, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated July 30, 2008, by and between William G. King a/k/a William King and Nancy L. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 19, 2008, as Instrument No. 2008-00003248, in Volume 982, at Page 302 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 4, 2009, as further amended by that certain unrecorded Amendment to

Wind Energy Lease and Agreement with Grant of Easements dated August 3, 2009, further amended by that certain unrecorded Third Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 23, 2011 between the parties, and as further amended by that certain Fourth Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016, recorded on July 19, 2016, as Instrument No. 2016-3499, with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Fifth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4327 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. **102** as Parcel No. ~~**102-4- 15.100**~~, which said land is contained in *Warranty Deed with Lien Covenant* given by Frances Robbins to Lillian G. King and Nancy L. King, his wife, dated May 6, 1971 and recorded May 6, 1971 in the Franklin County Clerk's Office in Liber 452 of Deeds, Page 252; and *Warranty Deed with Lien Covenant* given by Frances Robbins to William G. King and Nancy L. King, his wife, dated May 6, 1971 and recorded May 6, 1971 in the Franklin County Clerk's Office in Liber 452 of Deeds, Page 254, to which reference is made for a more detailed description and incorporated herein, **excepting** so much conveyed by Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to Olin F. Robbins and Lillian S. Robbins, his wife, dated May 6, 1971 and recorded May 6, 1971 in the Franklin County Clerk's Office in Liber 452 of Deeds, Page 256; and Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to Francis Titus and Dorothy Titus, his wife, dated August 12, 1977 and recorded August 16, 1977 in the Franklin County Clerk's Office in Liber 483 of Deeds, Page 425; and Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to Jorn Opalka, dated October 20, 1980 and recorded December 31, 1980 in the Franklin County Clerk's Office in Liber 500 of Deeds, Page 305; and Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to County of Franklin, dated January 26, 2001 and recorded January 29, 2001 in the Franklin County Clerk's Office in Liber 768 of Deeds, Page 25.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. **102** as Parcel numbers ~~**102-4-12.100**~~, which said land is contained in *Warranty Deed with Lien Covenant* executed by Gladys King, individually and as surviving tenant by the entirety with Leonard E. King to William King (appears as William Kind) and Nancy King, his wife, dated March 28, 1975 and recorded March 28, 1975 in the Franklin County Clerk's Office in Liber 472 of Deeds, Page 166, to which reference is made for a more detailed description and incorporated herein, **excepting** so much conveyed by Warranty Deed with Lien Covenant executed by Gladys King as surviving tenant by the entirety with Leonard E. King, deceased to Kenneth Knudsen, dated May 13, 1975 and recorded May 15, 1975 in the Franklin County Clerk's Office in Liber 472 of Deeds, Page 797; and Warranty Deed with Lien Covenant executed by William Kind a/k/a William King and Nancy King, his wife to Scott King and Katherine King, his wife, dated May 12,

1999 and recorded May 12, 1999 in the Franklin County Clerk's Office in Liber 722 of Deeds, Page 260.

SAVE AND EXCEPT THE FOLLOWING:

Area within a polygon made up by the following coordinates:

44°51'14.07"N, 74° 5'20.20"W;
44°51'17.92"N, 74° 5'21.23"W;
44°51'18.93"N, 74° 5'27.57"W;
44°51'13.88"N, 74° 5'23.54"W

AND

A 0.93 Acre Parcel of land situate on the West side of the Titus Road in the Town of Bellmont.

ALL THAT TRACT OR PARCEL OF LAND situate in Lot 5, Township No. 7, Old Military Tract, Town of Bellmont, County of Franklin and State of New York bounded and described as follows:

BEGINNING at a point in the centerline of the Titus Road, said point being located North 08 degrees 45 minutes 55 seconds East for a distance of 279.72 feet from the centerline intersection of the Titus Road and County Route 24;

THENCE through the land of William & Nancy King as recorded in the Franklin County Clerk's Office in Liber 472, Page 166 the following courses and distances:

- 1) North 66 degrees 19 minutes 40 seconds West for a distance of 287.59 feet to a 5/8" rebar set, said course passing over a 5/8" rebar set 25.55 feet west of the centerline of the Titus Road;
- 2) North 16 degrees 57 minutes 25 seconds East for a distance of 138.32 feet to a 5/8" rebar set;
- 3) South 70 degrees 33 minutes 15 seconds East of a distance of 262.76 feet to a point in the centerline of the Titus Road, said course passing over 5/8" rebar set 24.80 feet west of the centerline of the Titus Road;

THENCE along the centerline of the Titus Road South 08 degrees 45 minutes 55 seconds West for a distance of 162.20 feet to the point of beginning.

CONTAINING 0.93 acres of land as surveyed by Langdon Land Surveying on March 15, 2016

88.-4-4 – Larry L. LaBare and Judy LaBare - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 8, 2008, by and between Larry L. LaBare and Judy LaBare and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008- 00003392, in Volume 983, at Page 284 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 6, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map No. **88**, as Parcel No. **88-4-4** , which said land is contained in *Warranty Deed with Lien Covenant* given by Charles Collette and Susan B. Collette to Larry L. LaBare and Judy LaBare, dated October 23, 1997 and recorded on November 10, 1997 in the Franklin County Clerk's Office in Book 686 of Deeds at page 283, together with any right of way in common with others described in deed, to which reference is made for a more detailed description and incorporated herein.

102.-7.100; 102.-2-9.100; 102.-4-7; and 102.-4-8.100 – Jerry R. Legacy - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 5, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated May 5, 2015, by and between Jerry R. Legacy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on June 17, 2015, as Instrument No. 2015-2747 with the Office of the Recorder of Franklin County, New York.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. **102** as Parcel Nos. **102-4-7, 102-4-8.1, 102-2-9.1** and **102-2-7.1**, which said land is contained in a *Warranty Deed* given by Jerry R. Legacy and Margaret Legacy to Jerry R. Legacy, dated February 9, 2000 and recorded on February 9, 2000 in the Franklin County Clerk's Office in Book 742 of Deeds, at page 286, to which reference is made for a more detailed description and incorporated herein.

102.-2-5.200; 102.-2-6.100 and 102.-2-6.200 – Kevin G. Legacy and Mary G. Legacy, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 7, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated May 7, 2015, by and between Kevin G. Legacy and Mary G. Legacy, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on May 29, 2015, as Instrument No. 2015-2376 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **102** as Parcel Nos. **102-2-5.2** and **102-2-6.1**, which said land is contained in a *Warranty Deed with Lien Covenant* given by Kevin G. Legacy to Kevin G. Legacy and Mary G. Legacy dated May 19, 1994 and recorded on October 29, 1996 in the Franklin County Clerk's Office in Book 662 of Deeds at page 68, to which reference is made for a more detailed description and incorporated herein.

89.-1-11.1 and 103.-1-2.1– Gilbert R. Merrill and Connie Kay Merrill, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 8, 2008, by and between Gilbert R. Merrill and Connie Kay Merrill and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003384, in Volume 983, at Page 192 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 22, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4324 with the Office of the Recorder of Franklin County, New York.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. 89 as Parcel No. 89-1-

11.1 and Town of Chateaugay Tax Map No. 103 as Parcel No. 103-1-2.1, which said lands are contained in a *Quit Claim Deed* given by Millard R. Merrill and Barbara A. Merrill to Gilbert R. Merrill and Connie Kay Merrill, dated July 30, 2002 and recorded on July 31, 2002 in the Franklin County Clerk's Office in Book 807 of Deeds, at page 291, and contained in a *Quit Claim Deed* given by Millard R. Merrill and Barbara A. Merrill to Gilbert R. Merrill and Connie Kay Merrill, dated July 30, 2002 and recorded on July 31, 2002 in the Franklin County Clerk's Office in Book 807 of Deeds, at page 293, both of which reference is made for a more detailed description and incorporated herein, *excepting and reserving therefrom*, all that tract or parcel of land situate in the Town of Chateaugay, County of Franklin and State of New York and more particularly described as follows: BEGINNING at a point approximately 660 feet southerly of the southwest corner of the Geneway Road, which point is also the easterly edge of the Jericho Road, which point is also the easterly edge of the Jericho Road; thence proceeding easterly perpendicular to the Jericho Road a distance of 150 feet to a point marked by a pipe; thence proceeding northerly parallel with the Jericho Road, a distance of 150 feet to a point marked by a pipe; thence proceeding westerly a distance of 150 feet which point is 150 feet distance from the southerly bounds of this parcel to a point in the easterly shoulder of the Jericho Road; thence southerly along the easterly shoulder of the Jericho Road to the point and place of beginning.

74.-1-14.1 and 74.-1-15 – Patrick C. O'Connor - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 31, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated July 31, 2008, by and between Patrick C. O'Connor and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 19, 2008, as Instrument No. 2008-00003250, in Volume 982, at Page 322 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 19, 2011, and as further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated July 19, 2016, between the parties.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **74** as Parcel Nos. **74-1-15** and **74-1-14.1**, which said lands are contained in a *Quit Claim Deed* given by Mary Lou O'Connor and Patrick C. O'Connor to Patrick C. O'Connor, dated December 1, 1994 and recorded on July 14, 1995 in the Franklin County Clerk's Office in Book 632 of Deeds at page 171, to which reference is made for a more detailed description and incorporated herein; **excepting** so much of the land as conveyed by Quit Claim Deed given by Patrick C. O'Connor to Donald J. Richard and Betty J. Richard, dated April 10, 2000 and recorded on April 12, 2000 in the Franklin County Clerk's Office in Book 747 of Deeds at page 5.

60.-3-2 - Robert O'Connor and Elaine O'Connor, as to a life estate interest and Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A. E. O'Connor, Caroline M. O'Connor, Sacha O'Connor, Britney E. O'Connor aka Britney Smith, Warren R. O'Connor and Savanna G. O'Connor - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated December 30, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated December 30, 2015, by and among Robert O'Connor and Elaine O'Connor, as to a life estate interest and Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A. E. O'Connor, Caroline M. O'Connor, Sacha O'Connor, Britney E. O'Connor aka Britney Smith, Warren R. O'Connor and Savanna G. O'Connor and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016 as Instrument No. 2016-3492 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **60.**, as Parcel No. **60.-3-2**, which said land is contained in a *Quit Claim Deed* given by Robert O'Connor and Elaine O'Connor to Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A. E. O'Connor, Caroline M. O'Connor, Sacha O'Connor, Britney E. O'Connor, Warren R. O'Connor and Savanna G. O'Connor, dated September 20, 2002 and recorded on November 5, 2002 in the Franklin County Clerk's Office as Instrument No. 5927, in Book 816, Page 96, to which reference is made for a more detailed description and incorporated herein

Save and except a parcel of land with an area within Square made up by the following coordinates:

44°55'21.56"N, 74° 7'40.36"W;
44°55'16.33"N, 74° 7'38.55"W;
44°55'17.58"N, 74° 7'23.50"W;
44°55'23.15"N, 74° 7'24.04"W

88.-4-3.2 – Michael E. Simpson and Steafani A. Simpson, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated November 24, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated November 24, 2008, by and between Michael E. Simpson and Stefani A. Simpson and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001155, in Volume 998, at Page 79 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 28, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated_, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated September 19, 2016, to be recorded with the Office of the Recorder of Franklin County, New York.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. **88** as Parcel No. **88-4-3.2**, which said lands are contained in a *Warranty Deed with Full Covenants* given by David C. Barber and Nancy J. Barber, his wife, to Michael E. Simpson and Stefani A. Simpson, his wife, dated October 17, 2006 and recorded on October 20, 2006 in the Franklin County Clerk's Office in Book 929 of Deeds, at page 180, to which reference is made for a more detailed description and incorporated herein.

102.-2-8.400 - Felix Tam and Mary Volkman, as joint tenants with rights of survivorship - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 6, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated May 6, 2009, by and between Felix Tam and Mary Volkman, as joint tenants with rights of survivorship and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 26, 2009, as Instrument No. 2009- 00002883, in Volume 1005, at Page 79 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 4, 2011 between the parties.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 102, as Parcel No. 102-2-8.400, which said land is contained in an *Executor's Deed* given by Gisele Richardson, as Executrix of the Estate of Bernadette Richardson to Felix Tam and Mary Volkman, as joint tenants with rights of survivorship, dated February 25, 2005 and recorded on April 1, 2005 in the Franklin County Clerk's Office in Liber 879 of Deeds at page 219 to which reference is made for a more detailed description and incorporated herein.

74.-1-16.1 and 74.-1-16.2 – Romeo R. Thibault and Monica L. Thibault, his wife, as

tenants by the entirety - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 8, 2008, by and between Romeo R. Thibault and Monica L. Thibault and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003387, in Volume 983, at Page 222 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016 recorded on July 20, 2016, as Instrument No. 2016-3520, with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4301 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. 74 as Parcel Nos. 74-1-16.1 and 74-1-16.2, which said lands are contained in a Warranty Deed with Lien Covenant given by Sherry A. Tracy to Romeo R. Thibault and Monica L. Thibault, dated July 16, 1981 and recorded on July 16, 1981 in the Franklin County Clerk's Office in Book 502 of Deeds, at page 837, to which reference is made for a more detailed description and incorporated herein, Warranty Deed executed by Romeo R. Thibault and Monica Thibault to Romeo R. Thibault and Monica Thibault dated September 23, 2014 and recorded in the Franklin County Clerk's Office on September 24, 2014 as Instrument No. 2014-4329, to which reference is made for a more detailed description and incorporated herein, excepting so much of the land as conveyed by Romeo R. Thibault and Monica L. Thibault to Clarence J. Gillette and Anne M. Gillette, his wife, dated March 22, 1993 and recorded on March 22, 1993 in the Franklin County Clerk's Office in Book 589 of Deeds, at page 307; further excepting so much of the land as conveyed by Romeo R. Thibault and Monica L. Thibault to Clarence J. Gillette and Anne M. Gillette, dated May 18, 1994 and recorded on May 18, 1994 in the Franklin County Clerk's Office in Book 610 of Deeds, at page 182; further excepting so much of the land as conveyed by Romeo IL Thibault and Monica L. Thibault to William Garwood and Noelle Garwood, dated May 5, 2005 and recorded on May 5, 2005 in the Franklin County Clerk's Office in Book 882 of Deeds, at page 39; and further excepting so much of the land as conveyed by Romeo R. Thibault and Monica L Thibault to Ronald R. Thibault, dated September 2, 2005 and recorded on September 8, 2005 in the Franklin County Clerk's Office in Book 891 of Deeds, at page 106; and further excepting so much as conveyed by Romeo R. Thibault and Monica L. Thibault to Stacie L. Myers by Warranty Deed dated October 29, 2013 and recorded November 19, 2013 in Instrument No. 2013-6556.

SAVE AND EXCEPT THE FOLLOWING:

Area within polygon made up by the following coordinates:

44°53'34.97"N, 74° 7'26.06"W;
44°53'35.30"N, 74° 7'22.68"W;
44°53'36.24"N, 74° 7'19.30"W;
44°53'32.81"N, 74° 7'18.72"W;
44°53'32.47"N, 74° 7'25.65"W

74.-2-7.3: 74.-2-7.4 and 74.-3-5.2 – Three L Farm, a partnership - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 17, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated July 17, 2015, by and between Three L Farm, a partnership and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on February 24, 2016, as Instrument No. 2016-961 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 74 as Parcel No. 74-2-2.3 and 74-2-2.4 and 74-2-7.2 and 74-2-7.3 and 74-3-5.2 and 74-2-7.4, which said land is contained in a *Warranty Deed* given by Richard F. Tracy and Anne L. Tracy to Three L Farm, a partnership dated February 27, 2014 and recorded on February 28, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1015 to which reference is made for a more detailed description and incorporated herein.

103-2-5.100 – Harley Titus and Sylvia Titus, husband and wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 2, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 2, 2008, by and between Harley Titus and Sylvia Titus, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-00004301, in Volume 988, at Page 107 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 18, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. **103**, as Parcel Number **103-2-5.1**, which said land is contained in *Warranty Deed with Lien Covenant* given by Ross H. Titus and Beverly Ann Titus, his wife, to Harley Titus and Sylvia Titus, his wife, dated November 29, 2004 and recorded on November 30, 2004 in the Franklin County Clerk's Office in Book 870 of Deeds at page 205, to which reference is made for a more detailed description and incorporated herein.

103-2-1; 103-2-2; 103-2-3; 103-2-18.1; 103-2-19.2 – Marvin R. Titus a/k/a Marvin Titus and Tammy Titus, his wife (Parcels 1-4) and Marvin R. Titus (Parcel 5) - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 15, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 15, 2008, by and between Marvin R. Titus, a/k/a Marvin Titus and Tammy Titus, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003389, in Volume 983, at Page 242 with the Office of the Recorder of Franklin County, New York, as amended by that certain First Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated as of July 6, 2011, recorded on September 8, 2011 as Instrument No. 2011-4481 with the Office of the Recorder of Franklin County, New York, as further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with grant of Easements dated July 6, 2011, and as further amended by that certain Third Amendment to Wind Energy Lease and Agreement with Grant of Easements and

Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated as of April 20, 2015, recorded on June 17, 2015 as Instrument No. 2015-2748 with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 6, 2016, as Instrument No. 2016-4345 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. 103, as Parcel Numbers **103-2-18.1, 103-2-1 and 103-2-3**, which said lands are contained in a Warranty Deed with Lien Covenant given by Ross H. Titus to Marvin R. Titus and Tammy Titus, his wife, dated August 8, 1986 and recorded on August 8, 1986 in the Franklin County Clerk's Office in Book 525 of Deeds at page 838; and also contained in Warranty Deed with Lien Covenant given by Ross Titus, individually and as surviving tenant by the entirety with Marjorie Titus, deceased, and Beverly Ann Titus, his wife, to Marvin Titus and Tammy Titus, his wife, dated November 29, 2004 and recorded November 30, 2004 in the Franklin County Clerk's Office in Book 870 of Deeds at page 202, both of which reference is made for a more detailed description and incorporated herein.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. 103, as Parcel Numbers **103-2-19.2**, which said land is contained in a Warranty Deed with Lien Covenant given by Sandra M. Titus to Marvin Titus and Tammy Titus, his wife, dated March 11, 2013 and recorded on March 11, 2013 in the Franklin County Clerk's Office under Instrument No. 2013-1278, to which reference is made for a more detailed description and incorporated herein.

Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 15, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 15, 2008, by and between Marvin R. Titus and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003388, in Volume 983, at Page 232 with the Office of the Recorder of Franklin County, New York, as amended by that certain First Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated as of July 6, 2011, recorded on November 8, 2011 as Instrument No. 2011-5734 with the Office of the Recorder of Franklin County, New York, as further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated July 6, 2011 between the parties, and as further amended by that certain

Third Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 1, 2016, as Instrument No. 2016-4269 with the Office of the Recorder of Franklin County, New York..

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. **103**, as Parcel Number **103-2-2**, which said land is contained in a *Warranty Deed with Lien Covenant* given by Ross H. Titus to Marvin R. Titus, dated August 16, 1995 and recorded on December 26, 2000 in the Franklin County Clerk's Office in Book 765 of Deeds at page 257, to which reference is made for a more detailed description and incorporated herein.

74-2-7.1; 74-3-5.1 and 74-3-5.3– Anne L. Tracy and Richard F. Tracy - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated February 12, 2016 as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated February 12, 2016 by and between Anne L. Tracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016, as Instrument No. 2016-3490 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated June 9, 2016 recorded on July 20, 2016, as Instrument No. 2016-3519, with the Office of the Recorder of Franklin County, New York, between the parties.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **74** as Parcel Nos. **74-2-7.1** and **74-3-5.1** and **74-3-5.3**, which said lands are contained in a *Warranty Deed with Lien Covenants* given by Three L. Farm to Anne L. Tracy, dated February 27, 2014 and recorded on February 28, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1016, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING FROM PARCEL NO. 74-2-7.1:

A 100 yard radius around the following point:
44°54'46.52"N, 74° 5'54.733"W;

74-2-1.300 – Trainer Real Estate LLC, a limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated December 30, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated December 30, 2015, by and between Trainer Real Estate LLC, a New York limited liability company and Jericho Rise Wind Farm

LLC, a Delaware limited liability company, recorded on February 24, 2016, as Instrument No. 2016-948 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74 as Parcel No. 74.-2-1.3, which said land is contained in a *Warranty Deed With Full Covenants* given by Del Malone and Marlene Malone to Trainer Real Estate, LLC, dated August 5, 2010 and recorded on August 6, 2010 in the Franklin County Clerk's Office as Instrument No. 2010-4161, to which reference is made for a more detailed description and incorporated herein.

103.-1-3 and 103.-1-4 – Walter Whalen a/k/a J. Whalen - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 24, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 24, 2008, by and between Walter Whalen, a/k/a Walter J. Whalen and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 20, 2008, as Instrument No. 2008-00004633, in Volume 990, at Page 1 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 31, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4302 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 103 as Parcel Nos. **103-1-3 and 103-1-4**, which said land is contained in a: 1) *Warranty Deed* given by Hattie Healey to Walter Whalen, dated May 6, 1969 and recorded on May 27, 1969 in the Franklin County Clerk's Office in Book 443 of Deeds at page 1062; and in a 2) *Quit Claim Deed* given by Franklin County, State of New York, a Municipal corporation, to Walter J. Whalen, dated October 27, 1970 and recorded on October 27, 1970 in the Franklin County Clerk's Office in Book 458 of Deeds at page 334, **except** so much of the lands as conveyed by Warranty Deed given by Walter J. Whalen to R. Peter Heffering dated August 16, 1973 and recorded on August 16, 1973 in the Franklin County Clerk's Office in Book 464 of Deeds at page 127 and corrected by that Warranty Deed given by Walter J. Whalen to R. Peter Heffering dated September 22, 1975 and recorded on November 25, 1975 in the Franklin County Clerk's Office in Book 475 of Deeds at page 340; and in a 3) *Quit Claim Deed* given by Hattie Healey to Walter J. Whalen, dated February 14, 1972 and recorded on August 16, 1972 in the Franklin County Clerk's Office in Book 464 of Deeds at page 125, all of which reference is made for a more detailed description and incorporated herein.

74-1-17 – William K. Wood and Brenda M. Whalen Wood, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated December 11, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated December 11, 2008, by and between Hamilton F. Wood and William K. Wood, as joint tenants and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001156, in Volume 998, at Page 89 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 19, 2011, and as further amended by that certain First Amendment to Memorandum of Wind Energy Lease and Agreement and Second Amendment to Wind Energy Lease and Agreement dated as of September 15, 2014, recorded on September 18, 2014 as Instrument No. 2014-4545 with the Office of the Recorder of Franklin County, New York, between the parties; as further amended by that certain Second Amendment to Memorandum of Wind Energy Lease and Agreement and Third Amendment to Wind Energy Lease and Agreement dated as of April 5, 2016, recorded on April 12, 2016, as Instrument No. 2016-1768 with the Office of the Recorder of Franklin County, New York, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016 by and between the parties, recorded on September 6, 2016, as Instrument No. 2016-4352 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map. No. 74, as Parcel Number 74-1-17, which said land is contained in a *Warranty Deed with Full Covenants* given by Hamilton F. Wood and William K. Wood to William K. Wood and Brenda M. Whalen Wood, his wife, dated November 30, 2009 and recorded on December 1, 2009 in the Franklin County Clerk's Office under Instrument No. 2009-4507, in the Franklin County Clerk's Office, to which reference is made for a more detailed description and incorporated herein.

Easement Parcel(s)

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Towns of Chateaugay and Belmont, Franklin County, New York, bounded and described as follows:

88.-3-5.600 – John Carley, Jr. and Robin Carley, his wife - Easements created by that certain Collection and Distribution Line Easement dated October 2, 2015, by and between John Carley, Jr. and Robin Carley, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 5, 2015 as Instrument No. 2015-5564 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated October 2, 2015, as amended by that certain First Amendment to Collection and Distribution Line Easement dated March 21, 2016, recorded on April 1, 2016 as Instrument No. 2016-1586 with the Office of the Recorder of Franklin County, New York between the parties.

A One Hundred Fifty (150) foot strip of land out of the following:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 88 as Parcel No. 88.-3-5.600, which said land is contained in a *Warranty Deed with Lien Covenant* given by Bernard J. Campbell, Donald Lissemore and Brian Timperly as tenants in common to John E. Carley, Jr. and Robin Carley, his wife dated October 7, 1989 and recorded on October 10, 1989 in Franklin County Clerk's Office in Book 543 at page 844, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

Area within a square described by the following coordinates:

44°52'44.04"N, 74° 6'50.82"W;
44°52'43.87"N, 74° 6'52.50"W;
44°52'38.98"N, 74° 6'52.50"W;
44°52'39.17"N, 74° 6'50.63"W.

102.-2-8.500 – David R. Edman - Easements created by that certain Collection and Distribution Line Easement dated October 2, 2015, by and between David R. Edman and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-0004303, in Volume 988, at Page 127 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated August 13, 2008.

A seventy-five (75) foot strip of land out of the following:

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 102 as Parcel No. 102-2-8.5, which said land is contained in a *Warranty Deed with Lien Covenant* given by Edward J. Howard to David R. Edman, dated July 29, 1988 and recorded on August 19, 1988 in the Franklin County Clerk's Office in Book 537 of Deeds at page 303, to which reference is made for a more detailed description and incorporated herein;

74.-1-2.1; 74.-1-2.5; 74.-1-8.1; 74.-1-8.16 and 74.-1-8.17 - Warren Kingsley and Tina Kingsley, his wife - Easements created by that certain Collection and Distribution Line Easement dated December 2, 2015 by and between Warren Kingsley and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on February 25, 2016, as Instrument No. 2016-973 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated December 2, 2015.

A One Hundred Fifty (150) foot strip of land out of the following :

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 74 as Parcel No. 74.-1-2.100, which said land is contained in a *Quitclaim Deed (Individual)* given by Tina Kingsley to Warren Kingsley dated April 16, 2015 and recorded on April 17, 2015 in Franklin County Clerk's Office as Instrument Number 2015-1646, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated June 13, 2008 by and between Warren Kingsley and Tina Kingsley, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 17, 2008 as Instrument No. 2008-00002732, in Volume 980, at Page 243 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Waiver of Setback Requirement and Grant of Easements Letter Agreement dated June 13, 2008

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel Numbers 74.-1-2.1 and 74.-1-2.5, which said land is contained in a *Warranty Deed with Lien Covenant* given by Warren Kingsley to Warren Kingsley and Tina Kingsley, his wife, dated April 22, 1998 and recorded on April 22, 1998 in the Franklin County Clerk's Office in Liber 695 of Deeds at page 178 to which reference is made for a more detailed description and incorporated herein.

AND

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel No. 74.-1-8.160, which said land is contained in a *Warranty Deed with Lien Covenant* given by Cersosimo Industries, Inc. to Warren Kingsley and Tina Kingsley, his wife, dated September 7, 2000 and recorded on October 4, 2000 in the Franklin County Clerk's Office in Liber 759 of Deeds at page 313 to which reference is made for a more detailed description and incorporated herein.

AND

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel Numbers 74.-1-8.170 and 74.-1-8.100, which said land is contained in a *Warranty Deed with Lien Covenant* given by Cersosimo Industries, Inc. to Warren Kingsley and Tina Kingsley, his wife, dated December 4, 2002 and recorded on December 19, 2002 in the Franklin County Clerk's Office in Liber 819 of Deeds at page 141 to which reference is made for a more detailed description and incorporated herein.

102.-2-6 and 102.-4-3.1 – Dwight Rogers a/k/a Dwight D. Rogers - Easements created by that certain Collection and Distribution Line Easement dated September 10, 2015, by and between Dwight Rogers, a/k/a Dwight D. Rogers and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 6, 2015, as Instrument No. 2015-4950 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated September 10, 2015.

A One Hundred Fifty (150) foot strip of land out of the following:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, and State of New York designated on the Town of Chateaugay, Tax Map Section No. 102 as Parcel No. 102.2.2.100 and Parcel No. 102.2.9.300, which said land is contained in a *Quitclaim Deed* given by Dawn Rogers to Dwight Rogers dated August 10, 2015 and recorded on August 13, 2015 in Franklin County Clerk's Office as Instrument No. 2015-3846, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated April 21, 2009 by and between Dwight D. Rogers and Dawn M. Rogers and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on June 19, 2009 as Instrument No. 2009-00001993 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Waiver of Setback Requirement and Grant of Easements Letter Agreement dated April 21, 2009, as Amended by that certain Amendment to Agreement for Waiver of Setback Requirement and Grant of Easements dated September 11, 2015 by and between Dwight D. Rogers and Dawn M. Rogers, as Assignor and Dwight D. Rogers, as Assignee, recorded on February 24, 2016 as Instrument No. 2016-962 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, and State of New York designated on the Town of Chateaugay, Tax Map Section No. 102 as Parcel No. 102.2.2.100 and Parcel No. 102.2.9.300, which said land is contained in a Quitclaim Deed given by Dawn Rogers to Dwight Rogers dated August 10, 2015 and recorded on August 13, 2015 in Franklin County Clerk's Office as Instrument No. 2015-3846, to which reference is made for a more detailed description and incorporated herein.

102.-2-9.400 – Marilyn Ann Sweet - Easements created by that certain Collection and Distribution Line Easement dated January 28, 2016 by and between Theodore R. Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on March 4, 2016, as Instrument No. 2016-1124 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated January 28, 2016, as assumed by that certain Assumption to Collection and Distribution Line Easement dated July 18, 2016 by and between Marilyn Ann Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 21, 2016, as Instrument No. 2016-3532 with the Office of the Recorder of Franklin County, New York.

A One Hundred Fifty (150) foot strip of land out of the following:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 102 as Parcel No. 102.-2-9.400, which said land is contained in a *Warranty Deed with Lien Covenant* given by Richard T. Sweet and Elsie B. Sweet, his wife to Theodore R. Sweet dated February 23, 2000 and recorded on February 25, 2000 in Franklin County Clerk's Office in Liber 743 at Page 346, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 8, 2008 by and between Theodore R. Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on August 28, 2008, as Instrument No. 2008-00003391, in Volume 983, at Page 267 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated August 8, 2008, as assumed by that certain. Assumption to Agreement for Waiver of Setback Requirement and Grant of Easements dated July 18, 2016 by and between Marilyn Ann Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 22, 2016, as Instrument No. 2016-3562 with the Office of the Recorder of Franklin County, New York

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 102 as Parcel No. 102.-2-9.400, which said land is contained in *Warranty Deed with Lien Covenant* given by Theodore R. Sweet to Theodore R. Sweet and Marilyn Ann Sweet, Husband and Wife dated May 15, 2016 and recorded on May 16, 2016 in the Franklin County Clerk's Office under Instrument No. 2016-2311 to which reference is made for a more detailed description and incorporated herein.

74.-1-8.900 – Kelly Bracy - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated March 12, 2009 by and between Kelly Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 21, 2009 as Instrument No. 2009-00001142, in Volume 998, at Page 16 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated January 8, 2009.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel No. 74.-1-8.900, which said land is contained in a *Warranty Deed with Assumption* given by Trevor Dibble to Kelly Bracy, dated October 3, 2000 and recorded on October 13, 2000 in the Franklin County Clerk's Office in Book 760 of Deeds at page 168 to which reference is made for a more detailed description and incorporated herein.

74.-3-12 – Robert Bracy a/k/a Robert B. Bracey, a/k/a Robert B. Bracy, a/k/a R. Robert Bracy - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 25, 2015 by and between Robert Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on September 9, 2016 as Instrument No. 2016-4398 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated September 25, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74 as Parcel No. 74.-3-12, which said land is contained in a *Warranty Deed with Lien Covenant* given by Parnphile Rodrique, dated May 6, 1978 and recorded on November 20, 1978 in the Franklin County Clerk's Office in Liber 490, Page 509, to which reference is made for a more detailed description and incorporated herein.

88.-4-2.300 – Jay D. Cook and Carrie A. Cook, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated July 30, 2008 and between Jay D. Cook and Carrie A. Cook, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on August 19, 2008 as Instrument No. 2008-00003251 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated May 21, 2008.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 88, as Parcel No. 88.-4-2.300, which said land is contained in a *Deed with Full Covenants* given by Arlend Cook and Judith Cook, his wife, to Jay D. Cook and Carrie A. Cook, his wife, dated January 16, 1997 and recorded on January 23, 1997 in the Franklin County Clerk's Office in Liber 667 of Deeds at page 243 to which reference is made for a more detailed description and incorporated herein.

74.-1-8.700 - Donald Dora and Nancy I. Dora f/k/a Nancy I. Dumont, as joint tenants with rights of survivorship - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated June 19, 2008 by and between Donald Dora and Nancy I. Dora, f/k/a Nancy I. Dumont, as joint tenants with rights of survivorship

and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 17, 2008 as Instrument No. 2008-00002733, in Volume 980, at Page 260 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated May 20, 2008.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel No. 74.-1-8.700, which said land is contained in a *Warranty Deed with Lien Covenant* given by Cersosimo Lumber Company, Inc., a Vermont corporation to Donald Dora and Nancy I. Dumont, dated March 21, 1995 and recorded on March 31, 1995 in the Franklin County Clerk's Office in Liber 626 of Deeds at page 262 to which reference is made for a more detailed description and incorporated herein.

102.-4-9.300 – Anne E. Helm - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 7, 2015 by and between Anne E. Helm and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 16, 2015 as Instrument No. 2015-5147 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated October 7, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-9.300, which said land is contained in a *Warranty Deed with Lien Covenant* given by Sharon A. Miner, individually and as surviving tenant by the entirety with Anthony J. Miner, deceased, to Anne E. Helm, dated October 12, 2000 and recorded on October 27, 2000 in the Franklin County Clerk's Office in Deed Book 761, Page 158, to which reference is made for a more detailed description and incorporated herein.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-9.100, which said land is contained in a *Warranty Deed with Lien Covenant* given by Sharon A. Miner, individually and as surviving tenant by the entirety with Anthony J. Miner, deceased, to David E. Helm and Janice C. Helm, his wife, dated November 8, 2000 and recorded on November 8, 2000 in the Franklin County Clerk's Office in Deed Book 762, Page 80, to which reference is made for a more detailed description and incorporated herein.

102.-4-9.100 – David E. Helm and Janice C. Helm, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 7, 2015 by and between David E. Helm and Janice C. Helm, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 16, 2015 as Instrument No. 2015-5148 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter

Agreement dated October 7, 2015.

74.-2-1.200 – Francis L. Helm - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated March 3, 2016 by and between Francis L. Helm and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 1, 2016, as Instrument No. 2016-1585 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated March 3, 2016.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74 as Parcel No. 74.-2-1.200 which said land is contained in a *Warranty Deed with Lien Covenant* given by Del Malone and Marlene Malone dated February 23, 2011 and recorded on February 25, 2011 in the Franklin County Clerk's Office as Instrument No. 2011-1056 to which reference is made for a more detailed description and incorporated herein.

102.-4-10.100 – Kevin Kennedy - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 13, 2015 by and between Kevin Kennedy and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 20, 2016 as Instrument No. 2016-3513 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated October 13, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 102 as Parcel No. 102.-4-10.100, which said land is contained in a *Warranty Deed with Lien Covenant* given by Russell T. Kennedy and Madeline G. Wilmot to Kevin Kennedy, dated August 20, 1999 and recorded on August 23, 1999 in the Franklin County Clerk's Office in Liber 730, Page 296, to which reference is made for a more detailed description and incorporated herein.

103.-2-14.200 – Judy A. King - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 11, 2008 and between Judy A. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on August 28, 2008 as Instrument No. 2008-0003390 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated July 18, 2008.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 103, as Parcel No. 103.-2-14.2, which said land is contained in a *Deed with Full Covenants* given by Richard L. King and Joyce M. King, his wife, to Judy A. King dated January 16, 2007 and recorded on January 19, 2007 in the Franklin County Clerk's Office in Volume 937 at Page 23, to which reference is made for a more detailed description and incorporated herein.

102.-4-12.200 – Scott King and Katherine King, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated February 23, 2009 by and between Scott King and Katherine King, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 22, 2009 as Instrument No. 2009-00001152, in Volume 998, at Page 49 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated February 23, 2009.

All that certain tract of land situated in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 102 as Parcel No. 102.-4-12.200, which said land is contained in a *Warranty Deed with Lien Covenant* given by William Kind, a/k/a William King and Nancy King, his wife, to Scott King and Katherine King, his wife, dated May 12, 1999 and recorded on May 12, 1999 in the Franklin County Clerk's Office in Liber 722 of Deeds at page 260 to which reference is made for a more detailed description and incorporated herein.

88.-4-5.200 – Michele L. LaBare - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 22, 2015 by and between Michele L. LaBare and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on November 24, 2015 as Instrument No. 2015-5947 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 22, 2015.

Easements created by that certain License for Road Improvements Letter Agreement dated March 21, 2016 by and between Michele L. LaBare and Jericho Rise Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88.-4-5.2, which said land is contained in a *Warranty Deed with Lien Covenant* given by Larry L. LaBare and Judy LaBare, his wife, dated June 30, 2009 and recorded on June 21, 2012 in the Franklin County Clerk's Office as Instrument No. 2012-3279, to which reference is made for a more detailed description and incorporated herein.

103.-1.5 – Ronald S. Labounty - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 10, 2015 by and between Ronald S. Labounty and Jericho Rise Wind Farm LLC, a Delaware limited liability company

recorded on November 24, 2015 as Instrument No. 2015-5944 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 10, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 103 as Parcel No. 103.-1-5, which said land is contained in a *Deed-Full Covenant with Lien Covenant* given by David H. Dunn, to Ronald S. Labounty and Alma H. Labounty his wife, as Tenants by The Entirety, dated October 24, 1978 and recorded on October 25, 1978 in the Franklin County Clerk's Office in Liber 490, Page 023, to which reference is made for a more detailed description and incorporated herein.

102.-4-9.2 – Daniel W. LaClair and Angelica LaClair - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated December 30, 2015 by and between Daniel W. LeClair and Angelica LeClair and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on January 21, 2016 as Instrument No. 2016-365 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated December 30, 2015.

All that certain tract of land situate in the Town of Belmont, Franklin County, State of New York designated on the Town of Belmont Tax Map Section No. 102 as Parcel No. 102.-4-9.2, which said land is contained in a *Warranty Deed* given by Larry J. Laclair and Kathryn A. Laclair, to Daniel W. Laclair and Angelica L. Laclair dated March 19, 2014 and recorded on May 12, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-2253 to which reference is made for a more detailed description and incorporated herein.

102.-2-6.200 – Kevin G. Legacy and Mary G. Legacy, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 22, 2015 by and between Kevin G. Legacy and Mary G. Legacy, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 1, 2015 as Instrument No. 2015-4835 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated September 22, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 102 as Parcel No. **102.-2-6.2**, which said land is contained in a *Warranty Deed with Lien Covenant* given by Kevin G. Legacy and Mary G. Legacy, his wife, to Kevin Legacy and Mary Legacy dated September 4, 2009 and recorded on September 4, 2009 in the Franklin County Clerk's Office as Instrument Number 2009- 00003014, to which reference is made for a more detailed description and incorporated herein.

102.-2-1 – Linnell McCoy and Hannah McCoy, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated November 24, 2008 by and between Linnell McCoy and Hannah McCoy, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 22, 2009 as Instrument No. 2009- 00001157, in Volume 998, at Page 99 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated November 24, 2008.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 102, as Parcel No. 102.-2-1, which said land is contained in a *Warranty Deed with Lien Covenant* given by Ralph Sakal and Beverly J. Sakal, his wife, to Linnell McCoy and Hannah McCoy, his wife, dated November 19, 1989 and recorded on December 21, 1989 in the Franklin County Clerk's Office in Liber 544 of Deeds at page 990 to which reference is made for a more detailed description and incorporated herein.

103.1-2.200 and 89.-1-10 – Gilbert R. Merrill and Connie Kay Merrill, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 13, 2015 by and between Gilbert R. Merrill and Connie Kay Merrill, a/k/a Connie K. Merrill, his wife, as tenants by the entirety and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 6, 2015, as Instrument No. 2015-4948 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated August 13, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No.89 as Parcel No. 89.-1-10, which said land is contained in a *Quit Claim Deed* given by Millard R. Merrill and Barbara A. Merrill, his wife, to Gilbert R. Merrill and Connie Kay Merrill, his wife, dated July 30, 2002 and recorded on July 31, 2002 in the Franklin County Clerk's Office in Liber 807, Page 288, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 14, 2015 by and between Gilbert R. Merrill and Connie Kay Merrill, a/k/a Connie K. Merrill, his wife, as tenants by the entirety and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on February 25, 2016, as Instrument No. 2016-963 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated October 14, 2015.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No.103 as Parcel No. 103.-1-2.200, which said land is contained in a *Warranty Deed with Lien Covenant* given by Gilbert Merrill to Gilbert Merrill and Connie K. Merrill, his wife, as tenants by the entirety, dated March 25, 1992 and recorded on March 25, 1992 in the Franklin County Clerk's Office in Liber 571, Page 294, to which reference is made for a more detailed description and incorporated herein.

103.-1-1 – Erasmo Nardone - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 30, 2015 by and between Erasmo Nardone and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on recorded on July 21, 2016, as Instrument No. 2016-3521, with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 30, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 103 as Parcel No. 103.-1-1, which said land is contained in a *Warranty Deed with Lien Covenant* given by Kevin G. Legacy and Mary G. Legacy, dated March 21, 1997 and recorded on March 21, 1997 in the Franklin County Clerk's Office in Liber 670, Page 270, to which reference is made for a more detailed description and incorporated herein.

74.-1-2.200 - Norman V. Parent and Eric T. Parent, as joint tenants with right of survivorship - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 20, 2015 by and between Norman V. Parent and Eric T. Parent and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 6, 2015, as Instrument No. 2015-4947 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated August 20, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.74 as Parcel No. 74.-1-2.200, which said land is contained in a *Bargain and Sale Deed with Covenant Against Grantor's Acts* given by Kevin J. O'Neill and Hugh Fayette, to Norman V. Parent and Eric T. Parent, as joint tenants with right of survivorship, dated May 27, 2011 and recorded on May 31, 2011 in the Franklin County Clerk's Office as Instrument Number 2011-2658, to which reference is made for a more detailed description and incorporated herein.

102.-4-10.200 – Jeffrey A. Russo - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 13, 2015 by and between Jeffrey A. Russo and Jericho Rise Wind Farm LLC, a Delaware limited liability company

recorded on February 24, 2016 as Instrument No. 2016-954 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated October 13, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-10.200, which said land is contained in a *N.Y. Deed - Warranty* given by Elia E. Peressinotto, and James Jacobs, to Jeffrey A. Russo dated April 5, 1978 and recorded on May 24, 1978 in the Franklin County Clerk's Office in Liber 487 of Deeds at Page 492, to which reference is made for a more detailed description and incorporated herein.

60.-3-1 – Vance M. Smith - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 10, 2015 by and between Vance Smith and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on November 5, 2015, as Instrument No. 2015-5558 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 10, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No.60 as Parcel No. 60.-3-1, which said land is contained in a *Warranty Deed* given by Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A.E. O'Connor, Caroline M. O'Connor, Sacha M. Rafferty, Britney E. Smith, Warren R. O'Connor, Savanna G. O'Connor, Robert O'Connor, and Elaine O'Connor to Vance Smith, dated August 31, 2012 and recorded on November 26, 2012 in the Franklin County Clerk's Office as Instrument No. 2012-6199, to which reference is made for a more detailed description and incorporated herein.

102.-4-11 – Sandra M. Titus - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 9, 2015 by and between Sandra M. Titus and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on November 5, 2015, as Instrument No. 2015-5566 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 9, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-11, which said land is contained in a *Warranty Deed with Lien Covenant* given by Sam Khoudary and Jo Ann Khoudary, his wife, to Richard A. Titus and Sandra M. Titus, his wife, dated April 5, 1995 and recorded on April 28, 1995 in the Franklin County Clerk's Office in Liber 628, Page 166, to which reference is made for a more detailed description and incorporated herein.

EXHIBIT B

Description of the Equipment

The Equipment consists of the following:

(1) all equipment, machinery, fixtures, machines, building materials, and items of personal property and all appurtenances (a) acquired, constructed, or intended to be installed or to be acquired, constructed, or installed in connection with the acquisition, construction, installation and equipping of the Project Facility, said Project Facility to be acquired, constructed, installed and equipped by the Company as agent of the Agency pursuant to this Lease Agreement, and (b) now or hereafter attached to, contained in, or used in connection with the Project Facility or placed on any part thereof, though not attached thereto; and

(2) The following specific items of personal property:

- Wind turbine generators and all associated equipment and accessories, including towers and rotors;
- Meteorological measurement equipment accessories including support towers and structures;
- Concrete;
- Rebar;
- Inserts for concrete;
- Anchor bolts and anchor rings;
- Grounding cables and appurtenances;
- Conduit and fittings;
- Wire and cable;
- Meters;
- Electrical termination materials, devices, and kits;
- Junction boxes, switches, fittings, transformers and general electrical materials;
- Control systems, SCADA systems, and related cabling;
- Communications circuits and related equipment (T-1, fiber optic, etc.);
- Padmount transformers;
- Grounding transformers;
- Main power transformers;
- Substation equipment, steel, bus bar, switches, breakers, metering, relaying, buildings, security devices, lighting, fencing, grounding, communications equipment, lightning protectors, secondary power feeder and related accessories and components for a full substation;
- Wire and hardware for underground power collection system;
- Wire, hardware and poles for aboveground power collection system;
- Wire/cable, hardware and poles for transmission line(s);
- Gravel and rock for roads, foundations and pads;
- Geotextile fabric for roads, foundations and pads;
- Hardware for road entrances (gates);

- Protective materials and facilities (bollards, fencing, etc.);
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute netting, etc.);
- Drain tile;
- Culverts and other drainage accessories for road and stream crossings;
- Road construction materials;
- Specialized rigging equipment for material movement;
- Operations and maintenance equipment (cranes, gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Motorized vehicles (such as trucks or snow cats) to be used in relation to construction of the Project Facility
- Tooling for maintenance crews;
- Related spare parts for all of above;
- Hand tools and equipment;
- Nuts, bolts, pipe and pipe fittings, tape, adhesives and other miscellaneous hardware;
- Operations and maintenance building materials and supplies;
- Seed, top soil, lime, fertilizer and straw;
- Miscellaneous hardware and paint;
- Diesel and gasoline fuel and lubricants;
- Office trailers, portable toilets; and
- Rental equipment (air compressors, generators, padding machines, bending machines, stump grinders, skidders, all-terrain type vehicles, sheet piling hammers, coating equipment, welders, earth-moving equipment, cranes, etc.).

(3) together with any and all products of any of the above, all substitutions, replacements, additions, or accessions therefor and any and all cash proceeds or non-cash proceeds realized from the sale, transfer, or conversion of any of the above.

EXHIBIT C
RESERVED

EXHIBIT D

Form of Termination of Lease Agreement

This TERMINATION OF LEASE AGREEMENT, dated as of [•] (the “Termination of Lease Agreement”), by and between COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and an industrial development agency of the State of New York, duly organized and existing under the laws of the State, having its office at 10 Elm Street, Suite 2, Malone, New York 12953 (the “Agency”), and JERICO RISE WIND FARM LLC, a limited liability company formed and existing under the laws of the State of Delaware and authorized to conduct its business in the State of New York, with offices at c/o EDP Renewables North America LLC, 808 Travis Street, Suite 700, Houston, Texas 77002 (the “Company”).

WITNESSETH:

WHEREAS, the Agency, as landlord, and the Company, as tenant, entered into that certain Lease Agreement, dated as of October 20, 2016 (the “Lease Agreement”), pursuant to which, among other things, the Agency leased the Project Facility (as defined in the Lease Agreement) to the Company a memorandum of which was recorded in the Franklin County Clerk’s Office in [• of • page •]; and

WHEREAS, pursuant to the Lease Agreement, the Company and the Agency agreed that the Lease Agreement would terminate on the earlier to occur of (1) December 31 of the last fiscal year of the Towns and the County covered by the final PILOT Payment under the PILOT Agreement, or (2) the date of the Lease Agreement shall be terminated pursuant to Article X or Article XI of the Lease Agreement; and

WHEREAS, the Company and the Agency now desires to evidence the termination of the Lease Agreement;

NOW, THEREFORE, it is hereby agreed that the Lease Agreement has terminated as of the date hereof; provided, however, that, as provided in Section 12.8 of the Lease Agreement, certain obligations of the Company shall survive the termination of the Lease Agreement, and the execution of this termination of lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Company of the provisions of Section 12.8 of the Lease Agreement.

[The remainder of this page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the Agency and the Company have signed this termination of lease agreement and caused to be dated as of the [•] day of [•].

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:

JERICHO RISE WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

SS.:

Notary Public

SS.:

Notary Public

EXHIBIT E

Form of Consent To Assignment

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This CONSENT TO ASSIGNMENT OF LEASE AGREEMENT (this “Consent”) is entered into as of [●], by and among the COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY (the “Consenting Party”), JERICHO RISE WIND FARM LLC (the “Assignor”), and [●] (the “Lender”), pursuant to that certain [●], dated as of [●], among the Assignor, the Lender, and [●] (as the same may be amended, supplemented or otherwise modified from time to time, the “Financing Agreement”).

RECITALS

WHEREAS, the Assignor and certain other parties have entered into (i) the Lease to Agency, dated as of October 20, 2016, by and between the Assignor, as lessor, and the Consenting Party, as lessee, (ii) the Lease Agreement, dated as of October 20, 2016, by and between the Consenting Party, as lessor, and the Assignor, as lessee (the “Lease Agreement”), and (iii) the Payment in Lieu of Tax Agreement, dated as of October 20, 2016, by and between the Assignor and the Consenting Party, (collectively, as amended, modified or supplemented from time to time, the “Assigned Agreements”);

WHEREAS, Assignor has assigned or will assign to the Lender all of its rights, title and interest in, to and under the Assigned Agreements as a condition precedent and security for Assignor’s obligations under the Financing Agreement; and

WHEREAS, the Consenting Party is willing to consent to such assignment and the grant of a security interest by Assignor in favor of the Lender, upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration, the parties hereto agree as follows:

1. Assignment and Security Interest. As security for the performance and payment of all of Assignor’s obligations under the Financing Agreement, Assignor has assigned or will assign to the Lender as collateral security, all of Assignor’s rights in, to and under the Assigned Agreements pursuant to the Mortgage and Security Agreement (each as defined in the Financing Agreement) and certain other financing documents (the “Financing Documents”).

2. Consent. The Consenting Party hereby (i) irrevocably consents to the assignment specified in paragraph 1 of this Consent and (ii) in connection with the exercise by the Lender of its rights and remedies under the Financing Documents upon the occurrence and during the continuance of any Event of Default under the Financing Agreement, agrees that, subject to Section 2(b) hereof, following the written assumption by the Lender or its nominee, designee or assignee of all of Assignor’s obligations under the Assigned Agreements and payment in full of any sums then due and payable under the Assigned Agreements, all representations, warranties

and agreements (other than those representations and warranties expressly made only as of an earlier date) made by the Consenting Party under or pursuant to the Assigned Agreements shall inure to the benefit of such party and shall be enforceable by such party to the same extent as if such party were originally named in the Assigned Agreements.

3. Default and Cure.

(a) So long as any amounts remain outstanding under the Financing Agreement, if a Default or an Event of Default under the Assigned Agreements occurs and is continuing, the Consenting Party shall, before terminating the Assigned Agreements or exercising any other remedy set forth in the Assigned Agreements, give written notice to the Lender specifying such Default or Event of Default. The Lender shall have (i) with respect to any such Default or Event of Default which is capable of being cured by the payment of money, thirty (30) days after the later of receipt of such notice, and (ii) with respect to any Default or Event of Default which is not capable of being cured by the payment of money, ninety (90) days after the later of receipt of such notice to cure or cause to be cured such Default or Event of Default; provided further, that, in the event the default cannot be cured within such 90-day period for reasons not reasonably within the Lender's control, the Lender shall be granted such additional time as may reasonably be required to cure the default without any such delay constituting a default. If the Lender fails to cure, or cause to be cured, any Event of Default within the appropriate cure period set forth above, the Consenting Party shall be free to pursue any and all rights and remedies with respect to such default as set forth in the Assigned Agreements.

(b) In the event that any of the Assigned Agreements is terminated by rejection, or otherwise, during a case in which Assignor is the debtor under Title 11, United States Code, or other similar federal or state statute, then the Consenting Party, (1) upon the written request of the Lender, (2) with the approval of the Bankruptcy Court (if required in connection with such bankruptcy proceedings), and (3) so long as all Events of Default under the related Assigned Agreement are being cured (or cures commenced) within the time period prescribed in Section 3(a) above (with respect to the Lease Agreement) or the time periods prescribed in such Assigned Agreement, if any, shall enter into a new agreement with the Lender or (at the direction of the Lender) its nominee or designee having terms substantially identical to the related Assigned Agreement, pursuant to which the Lender or its nominee or designee shall have all of the rights and obligations of Assignor under the related Assigned Agreement.

(c) If the Lender notifies the Consenting Party in writing that an Event of Default has occurred and is continuing under the Financing Agreement and requests in writing that the Consenting Party continue performance under the Assigned Agreements, the Consenting Party shall thereafter perform under the Assigned Agreements in accordance with its terms, so long as all Events of Defaults under the Assigned Agreements have been cured within the time periods prescribed in Section 3(a) above or the time periods prescribed in the other Assigned Agreements, if any.

4. Delivery of Notices. So long as any amounts remain outstanding under the Financing Agreement, the Consenting Party agrees that it will promptly notify the Lender of any Event of Default under the Assigned Agreements and will deliver to the Lender simultaneously with the delivery thereof to Assignor any notices regarding any Event of Default under the

Assigned Agreements delivered to Assignor pursuant to the Assigned Agreements or otherwise. To the extent of any inconsistency between the notices required to be delivered under this Section 4 and the provisions of the Assigned Agreements relating to the delivery of notices, the provisions of the Assigned Agreements shall prevail.

5. Liability of the Lender. The Consenting Party acknowledges and agrees that the Lender has not assumed and does not have any obligation or liability under or pursuant to the Assigned Agreements, and that the exercise by the Lender of its rights and remedies under the Financing Documents shall not constitute an assumption of Assignor's obligations under the Assigned Agreements (except to the extent any such obligations shall be expressly assumed by an instrument in writing executed by the Lender, under the circumstances set forth in Section 2(b) hereof, or otherwise).

6. Amendment or Termination of Assigned Agreements. So long as any amounts remain outstanding under the Financing Agreement, the Consenting Party covenants and agrees with the Lender that without the prior written consent of the Lender, which consent shall not be unreasonably withheld, delayed or conditioned, the Consenting Party will not amend, modify, or terminate the time periods prescribed in such Assigned Agreement, if any) or assign, transfer or encumber any of its interests in the Assigned Agreements, except as otherwise permitted thereunder.

7. Representations and Warranties. As of the date hereof, the Consenting Party hereby represents and warrants to the Lender as follows:

(a) The Consenting Party is duly established under the provisions of the Act (as defined in the Lease Agreement) and has the power to enter into this Consent and to carry out its obligations hereunder. By proper official action, the Consenting Party has been duly authorized to execute, deliver and perform this Consent.

(b) Neither the execution and delivery of this Consent, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions hereof will conflict with or result in a breach by the Consenting Party of any of the terms, conditions or provisions of the Act (as defined in the Lease Agreement), the by-laws of the Consenting Party or any order, judgment, agreement or instrument to which the Consenting Party is a party or by which the Consenting Party is bound, or will constitute a default by the Consenting Party under any of the foregoing.

(c) Each of the Assigned Agreements is in full force and effect and has not been amended and neither the Consenting Party, nor to the knowledge of Consenting Party, Assignor, is in default in any respect under the Assigned Agreements to which the Consenting Party or Assignor, as applicable, is a party.

(d) The Consenting Party has not received notice of, or consented to the assignment of, any of Assignor's right, title, or interest in the Assigned Agreements, to any person or entity other than the Lender, except as otherwise provided in the Project Documents (as defined in the Lease Agreement).

8. Notices. Any communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to the Lender: [To be provided.]

with a copy to: [To be provided.]

To the Assignor: Jericho Rise Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Attention: General Counsel
Telephone: (713) 265-0350

with a copy to: Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz, Esq.
Telephone: (315) 554-8166

To the Consenting Party: County of Franklin Industrial Development Agency
10 Elm Street, Suite 2
Malone, New York 12953
Attention: Chief Executive Officer
Telephone: (518) 483-9472
Facsimile: (518) 483-2900

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person; (b) if sent by reputable overnight delivery service (including FedEx, UPS, DHL, and other similar overnight delivery services); (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested; or (d) if sent by telecopy confirmed by telephone. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by telecopy or other direct written electronic means shall be deemed to have been validly and effectively given on the day (if a Banking Day, as defined in the Financing Agreement, and, if not, on the next following Banking Day, as defined in the Financing Agreement) on which it is transmitted if transmitted before 4 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day (as defined in the Financing Agreement); provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving of thirty (30) days' written notice to the other parties in the manner set forth herein above.

9. Governing Law. THIS CONSENT SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND WITHOUT REFERENCE TO CONFLICTS OF LAWS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

10. Successors and Assigns. This Consent shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11. Waiver. No amendment or waiver of any provisions of this Consent shall be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12. Counterparts. This Consent may be executed in one or more counterparts and by facsimile and when signed by all of the parties listed below shall constitute a single binding agreement.

13. Further Assurances. The Consenting Party will, upon the reasonable written request of the Lender, execute and deliver such further documents and do such other acts and things necessary to effectuate the purposes of this Consent.

14. Conflicts. Except as otherwise provided in Section 4 hereof, in the event of a conflict between any provision of this Consent and the provisions of the Assigned Agreements, the provisions of this Consent shall prevail.

15. Termination. This Consent and the rights of the Lender hereunder shall terminate upon the payment in full of the obligations (as defined in the Financing Agreement). The Lender shall notify promptly the Consenting Party and the Assignor upon termination of this Consent.

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent as of the date first above written.

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:

JERICO RISE WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted:

[_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF NEW YORK)
)
COUNTY OF)

ss.:

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF)

ss.:

On the ____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SS.:

Notary Public

SS.:

Notary Public

EXHIBIT F

Initial Employment Plan

COMPANY NAME:	Jericho Rise Wind Farm LLC
ADDRESS:	808 Travis Street, Suite 700, Houston, Texas 77002
TYPE OF BUSINESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

Please complete the following chart describing your projected employment plan following receipt of financial assistance (the “Financial Assistance”) from County of Franklin Industrial Development Agency (the “Agency”):

Current and Planning Full Time Occupations in Company	Current Number Full Time Jobs Per Occupation	Estimated Hiring Dates	Will any special recruitment or training be required (Yes/No)?	Estimated Number of full Time Jobs After Completion of the project		
				1 year	2 year	3 year

Are the employees of your firm currently covered by a collective bargaining agreement?
 Yes _____ No _____

If yes, Name and Local

In the event that the Company receives any Financial Assistance from the Agency, we agree to schedule a meeting with [•] (Local New York State Job Service Superintendent) and [•] (representative of the Agency's area under the Federal Job Training Partnership Act) prior to the hiring of any employees for the purpose of supplying such information as may be requested in connection with this Employment Plan and to notify the regional office of the Department of Economic Development, in advance, of the time and place of such meeting.

Prepared by:	
Title:	
Signature:	
Date:	

EXHIBIT G

Current Form of Annual Employment Report

EMPLOYMENT PLAN STATUS REPORT

(To Be Filed by February 1 of each calendar year)	
COMPANY NAME:	
ADDRESS:	
TYPE OF BUSINESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

<u>Occupation</u>	Number of <u>New Jobs</u>	<u>Number Listed</u> ¹	<u>Number Filled</u>	
			Job Service Division Applicants	Job Training Partnership Act eligible persons

Prepared by:	
Title:	
Signature:	
Dated:	

¹ With local Jobs Service Division and local service delivery office created pursuant to the Job Training Partnership Act.

EXHIBIT H

FORM OF SALES TAX EXEMPTION LETTER

COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY

10 Elm Street, Suite 2
Malone, New York 12953

October 20, 2016

To Whom It May Concern:

Re: New York State Sales or Use Tax Exemption
County of Franklin Industrial Development Agency
Jericho Rise Wind Farm Project

Pursuant to TSB-M-87(7)S issued by the New York State Department of Taxation and Finance (“DTF”) on April 1, 1987 and TSB-M-14(1.1)S issued by the DTF on February 12, 2014 (together, the “Policy Statement”), you have requested a letter from County of Franklin Industrial Development Agency (the “Agency”), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 453 of the Laws of 1970 of the State of New York, as amended, constituting Section 909 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), containing the information required by the Policy Statement regarding the sales tax exemption with respect to the captioned project.

Jericho Rise Wind Farm LLC requested that the Agency undertake and the Agency agreed to undertake a project (the “Project”) for the benefit of the Company consisting of: (a)(1) the acquisition by the Agency of a leasehold in approximately 6,600 acres of land located in the Towns of Bellmont and Chateaugay, Franklin County, New York (collectively, the “Land”), (2) the construction, installation and equipping on the Land of: (i) one or more permanent meteorological towers, (ii) a buried and overhead electrical collection system, (iii) an operation and maintenance building, (iv) a project substation facility, (v) an interconnection substation facility at 879 County Route 33, Town of Chateaugay, Franklin County, New York, and (vi) a system of gravel access roads, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including approximately thirty-seven (37) wind turbine generators with a total rated capacity of approximately 77.7 megawatts (“MW”) to be mounted on steel monopole towers and concrete foundations, furniture, fixtures, and machinery (the “Equipment”), all of the foregoing for use by the Company as a wind-powered electric generating facility (collectively, the “Project Facility”); (b) the grant by the Agency of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes, mortgage recording taxes and real property taxes (but not including special assessments and ad valorem levies) (collectively, the “Financial Assistance”); and (c) the lease of the Project Facility by the

Company to the Agency and a lease of the Project Facility by the Agency back to the Company; all as contemplated by and in furtherance of the purposes of the Enabling Act; and

Pursuant to resolutions adopted by the Agency on October 12, 2016, and that certain Lease Agreement, dated as of October 20, 2016, by and between the Agency, as landlord, and the Company, as tenant (as amended, supplemented or otherwise modified from time to time, the "Lease Agreement"), the Agency does hereby authorize Jericho Rise Wind Farm LLC, a limited liability company formed and existing under the laws of the State of Delaware and authorized to conduct its business in the State of New York, with offices at c/o EDP Renewables North America LLC, 808 Travis Street, Suite 700, Houston, Texas 77002 (the "Company"), to act as agent for and on behalf of the Agency in connection with the acquisition, construction, installation and equipping of the Project Facility. This agency appointment includes the power to delegate such agency to contractors and subcontractors performing work on or making purchases for the acquisition, construction, installation and equipping of the Project Facility (each an "Indirect Agent"). The Agency authorizes the Company to use and the Company shall use this letter only for the payment of costs incurred in connection with the Project.

Each contract, agreement, lease, invoice, bill or purchase order entered into by the Company or Indirect Agent, as agent for the Agency, in connection with the acquisition, construction, installation or equipping of the Project Facility, shall include language in substantially the following form:

"This contract, agreement, lease, invoice, bill or purchase order is being entered into by, or is for the benefit of, Jericho Rise Wind Farm LLC, a limited liability company existing under the laws of the State of Delaware (the "Company"), or its contractors and their subcontractors ("Indirect Agents", and together with the Company, the "Agent"), as agent for and on behalf of the County of Franklin Industrial Development Agency (the "Agency"), in connection with a certain project of the Agency consisting generally of the acquisition, construction, installation and equipping of an approximately 77.7 MW wind powered electric generating facility project (the "Project"). Rentals and the purchase of furnishings, trade fixtures, machinery, equipment, tools, materials, supplies, fuel, or other tangible personal property and services reasonably related to the acquisition, construction, installation and equipping of the Project which are the subject of this contract, agreement, lease, invoice, bill or purchase order shall be exempt from the sales and use taxes levied by the State of New York and the County of Franklin upon receipt by the vendor, lessor, or licensor from the Agent of a New York State Form ST-123 or Form FT-123 (as the case may be) and a New York State Form ST-60 signed by the Agency showing appointment of the Agent. This contract, agreement, lease, invoice, bill or purchase order is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever."

Any vendor, lessor, or licensor that does not collect otherwise applicable sales or use tax in reliance upon the Form ST-123 or Form FT-123 issued by the Company or Indirect Agent to such vendor, lessor, or licensor, shall be deemed to have acknowledged and agreed to the

provisions of this subdivision regardless of whether or not the provisions hereof are inserted in the contract, agreement, lease, invoice, bill or purchase order entered into with, or for the benefit of, the Company or Indirect Agent.

Rentals and the purchases by the Company or Indirect Agent, acting as agent of the Agency, of furnishings, trade fixtures, machinery, equipment, tools, materials, supplies, fuel, or other tangible personal property and services reasonably related to the acquisition, construction, installation and equipping of the Project Facility shall be exempt from the sales and use tax levied by the State of New York and the County of Franklin on the condition that the use of such exemption is in accordance with the terms and conditions of this Sales Tax Exemption Letter and the Lease Agreement.

The Agency shall not be liable, either directly or indirectly or contingently, in any manner or to any extent whatsoever, and the Company shall be the sole party liable, under any lease, sublease, license, sublicense, contract, agreement, invoice, bill or purchase order entered into by the Company or Indirect Agent, as agent for the Agency hereunder.

The exemption from sales and use taxes provided under the Lease Agreement is granted subject to the requirements of Section 875 of the General Municipal Law, which requirements are incorporated herein by reference, and the Company agrees, and the Indirect Agents by their use of this letter agree, to such requirements as a condition precedent to receiving the exemption from sales and use taxes.

Accordingly, until the earlier of (i) December 31, 2017, (ii) completion of the Project Facility as provided in the Lease Agreement, (iii) the receipt by the Company of the of the Maximum Sales Tax Benefit (as defined in the Lease Agreement), or (iv) the termination of the Lease Agreement and/or revocation of the appointment of the Company as agent of the Agency, all vendors, lessors, and licensors are hereby authorized to rely on this letter (or on a photocopy or fax of this letter) as evidence that rentals and purchases of personal property and services, to the extent effected by the Company or Indirect Agent, as agent for the Agency, are exempt from all New York State and County of Franklin sales and use taxes.

THIS LETTER SHALL SERVE AS PROOF OF THE EXISTENCE OF AN AGENCY CONTRACT BETWEEN THE AGENCY AND THE COMPANY FOR THE SOLE EXPRESS PURPOSE OF SECURING EXEMPTION FROM NEW YORK STATE SALES TAXES FOR THE PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP BETWEEN THE AGENCY AND THE COMPANY IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.

It is hereby further certified that, under the Policy Statement, since the Agency is a public benefit corporation, neither the Agency nor the Company is required to furnish an "Exempt Organization Certificate" in order to secure exemption from any sales or use tax for such items or services.

The Company or Indirect Agent agrees to provide a completed Form ST-123, IDA Agent or Project Operator Exempt Purchase Certificate (each, a "Form ST-123"), to each vendor, lessor, or licensor from which the Company rents or purchases personal property or services. The Company or Indirect Agent agrees to provide a completed Form FT-123, IDA Agent or Project

Operator Exempt Purchase Certificate for Fuel (each, a “*Form FT-123*”), to each vendor, lessor, or licensor from which the Company purchases fuel in connection with the Project. All vendors, lessors, or licensors are authorized to rely on such completed Form ST-123 or Form FT-123 (as the case may be) as evidence that rentals and purchases of personal property and services, to the extent effected by the Company or Indirect Agent as agent for the Agency pursuant to the Lease Agreement, are exempt from all New York State and County of Franklin sales and use taxes. Pursuant to TSB-M-14(1.1)S issued by the DTF, a copy of the Form ST-123 or Form FT-123 (as the case may be) retained by any vendor, lessor, or licensor may be accepted by such vendor, lessor, or licensor as a “statement and additional documentary evidence of such exemption” as provided by New York Tax Law § 1132(c)(1), thereby relieving such vendor, lessor, or licensor from the obligation to collect sales and use tax with respect to the acquisition, construction, installation and equipping of the Project Facility.

By the Company’s acceptance of the terms of this letter, and by the Indirect Agents’ use of this letter, the Company and Indirect Agents agree to accept the terms hereof and represent and warrant to the Agency that the use of this letter by the Company or Indirect Agent is and will be strictly for the purposes above stated.

In the event you have any questions with respect to the above, please do not hesitate to call the Chief Executive Officer of the Agency at (518) 483-9472.

The signature of a representative of the Company where indicated below will indicate that the Company has accepted the terms hereof.

Very truly yours,

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:

Accepted and Agreed:

JERICO RISE WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT I

Form of IDA Appointment of Project Operator or Agent For Sales Tax Purposes (Form ST-60)

A copy of Form ST-60, IDA Appointment of Project Operator or Agent For Sales Tax Purposes, is available from the New York State Department of Taxation and Finance for download from https://www.tax.ny.gov/pdf/current_forms/st/st60_fill_in.pdf.

EXHIBIT J

Form of Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA) (Form ST-340)

A copy of Form ST-340, Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA), is available from the New York State Department of Taxation and Finance for download from http://www.tax.state.ny.us/forms/form_number_order_st_y.htm.

EXHIBIT K

FORM OF LA SUPPLEMENT

LA SUPPLEMENT NO. [●]

This LA SUPPLEMENT NO. [●], dated as of [●] (this “LA Supplement”), by and between COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and an industrial development agency of the State of New York, duly organized and existing under the laws of the State of New York, having its office at 10 Elm Street, Suite 2, Malone, New York 12953 (the “Agency”), as landlord, and JERICO RISE WIND FARM LLC, a limited liability company formed and existing under the laws of the State of Delaware and authorized to conduct its business in the State of New York, with offices at c/o EDP Renewables North America LLC, 808 Travis Street, Suite 700, Houston, Texas 77002 (the “Company”), as tenant;

W I T N E S S E T H:

WHEREAS, the Company, as tenant, and the Agency, as landlord, have heretofore entered into that certain Lease Agreement, dated as of October 20, 2016 (the “Lease Agreement”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Lease Agreement;

WHEREAS, the Lease Agreement provides for the execution and delivery by the Company and the Agency of an LA Supplement, substantially in the form hereof, for the purpose of describing the parcels leased from the Agency to the Company pursuant to and in accordance with the terms of the Lease Agreement;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Company and the Agency hereby agree as follows:

1. Pursuant to Section 5.1(a) of the Lease Agreement, the Agency hereby demises and leases to the Company, and the Company hereby hires and leases from the Agency, pursuant to and in accordance with the terms and conditions of the Lease Agreement, a leasehold interest in the Agency’s leasehold interest in the parcels of real property described in Exhibit A attached hereto, together with any and all Project-related improvements and personal property (excluding personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project (the Land and all of said Project-related improvements and personal property, including the Improvements and the Equipment, being collectively referred to as the “Leased Property”) for the term set forth in Section 5.2 of the Lease Agreement.

2. This LA Supplement shall be construed in connection with and as part of the Lease Agreement, and all terms, conditions and covenants contained in the Lease Agreement shall be and remain in full force and effect and are hereby incorporated herein by reference with the same force and effect as if fully set forth herein.

3. This LA Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

4. This LA Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Agency and the Company have caused this LA Supplement No. [•] to be duly executed and delivered on the day and year first above written.

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: John Child
Title: Chairman

JERICHO RISE WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

SS.:

Notary Public

STATE OF NEW YORK)
)
COUNTY OF)

ss.:

On the _____ day of _____, in the year 20__, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A TO LA SUPPLEMENT NO. [●]

Description of the Parcels



FRANKLIN COUNTY – STATE OF NEW YORK
KIP CASSAVAW, COUNTY CLERK
P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2016-5171

Receipt#: 2016209054
Clerk: JR
Rec Date: 10/20/2016 03:04:56 PM
Doc Grp: RP
Descrip: LEASE
Num Pgs: 52
Rec'd Frm: FRANKLIN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Party1: FRANKLIN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
Party2: JERICO RISE WIND FARM LLC
Town: CHATEAUGAY
BELLMONT

Recording:

Cover Page	5.00
Recording Fee	290.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 320.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 320.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 422
Exempt
Consideration: 0.00

Total: 0.00

Record and Return To:

NORTON ROSE FULBRIGHT US LLP
ATTN: MICHAEL E PIKIEL JR ESQ
1301 AVENUE OF THE AMERICAS
NEW YORK NY 10019

I hereby certify that the within and foregoing was
recorded in the Franklin County Clerk's Office.

County Clerk

When recorded return to:

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019
Attn: Michael E. Pikiel, Jr., Esq.

MEMORANDUM OF LEASE AGREEMENT

The undersigned, COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation and an industrial development agency of the State of New York, duly organized and existing under the laws of the State, having its office at 10 Elm Street, Suite 2, Malone, New York 12953 (the "Agency"), as landlord, and JERICHO RISE WIND FARM LLC, a limited liability company formed and existing under the laws of the State of Delaware with offices at c/o EDP Renewables North America LLC, 808 Travis Street, Suite 700, Houston, Texas 77002 (the "Company"), as tenant, entered into that certain Lease Agreement, dated as of October 20, 2016 (the "Lease Agreement"), for the lease of certain real property.

Such Lease Agreement covers the real property more particularly described in Exhibit A attached hereto and made a part hereof and in and to all buildings, improvements, structures, and other related facilities affixed or attached thereto now or in the future (collectively, the "Leased Premises"), for a term commencing on October 20, 2016 and terminating on the earlier to occur of: (i) December 31 of the last fiscal year of the Towns of Bellmont and Chateaugay, New York and Franklin County, New York covered by the final PILOT Payment under the PILOT Agreement, or (ii) the date that such Lease Agreement shall terminate pursuant to Article X or Article XI thereof.

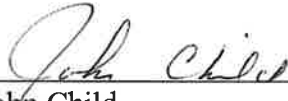
Such Lease Agreement provides for the lease of the Leased Premises to the Company.

The Lease Agreement is available for inspection during normal business hours at the office of the Agency indicated above.

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease Agreement to be executed in their respective names, as of the day and year first above written.

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: John Child
Title: Chairman

JERICHO RISE WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:


IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease Agreement to be executed in their respective names, as of the day and year first above written.

COUNTY OF FRANKLIN INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: John Child
Title: Chairman

JERICHO RISE WIND FARM LLC

 By: _____
Name: Gabriel Alonso Imaz
Title: Chief Executive Officer

 By: _____
Name: Bernardo Goarmon
Title: Executive Vice President, Finance

STATE OF NEW YORK)

) ss.

COUNTY OF FRANKLIN)

On the 20th day of October in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared JOHN CHINA personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

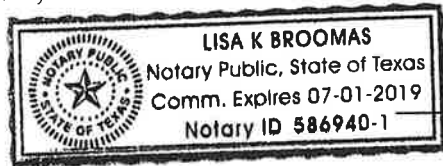
John C. Adams

Notary Public

PAUL M. CANTWELL, JR
Notary Public, State of New York
State # 02CA0556300
My Commission Expires Feb. 28, 2018

Texas
STATE OF ~~NEW YORK~~)
) ss.:
COUNTY OF Harris)

On the 18th day of October in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Garza/Alonso Jimenez personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lisa K Broomas

Notary Public

Texas
STATE OF ~~NEW YORK~~)
) ss.:
COUNTY OF Harris)

On the 18th day of October in the year 2016 before me, the undersigned, a notary public in and for said State, personally appeared Bernardo Gonsales personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Lisa K Broomas

Notary Public

EXHIBIT A

Description of the Land

Pursuant to that certain lease agreement (the "Lease to Agency"), dated as of October 20, 2016, by and between Jericho Rise Wind Farm LLC, a Delaware limited liability company (the "Company"), as lessor, and the County of Franklin Industrial Development Agency, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the "Agency"), as lessee, the Agency acquired a leasehold interest in the Company's fee simple, leasehold, and easement interests in the parcels located in the Towns of Chateaugay and Bellmont, County of Franklin, New York described below (the "Land"), and pursuant to that certain lease agreement (the "Lease Agreement"), dated as of October 20, 2016, by and between the Agency, as lessor, and the Company, as lessee, the Agency subleased the Land to the Company. The description below sets forth the parcels in which a leasehold interest was conveyed.

Fee Parcel(s)

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Chateaugay, Franklin County, New York, bounded and described as follows:

88.-3-2.100 Jericho Rise Wind Farm LLC; Warranty Deed with Lien Covenant recorded November 27, 2007 under Instrument No. 2007-00005773

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map No. 88 as Parcel Number 88-3-2.100, which said land is contained in a Warranty Deed with Lien Covenant made by Daniel E. Clark and Edward W. Legacy to Ricky Jock and Tina Jock, dated March 5, 1994 and recorded on March 5, 1999 in the Franklin County Clerk's Office in Book 718 at page 196. Being more particularly described on a survey prepared by Marsh & Langdon as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York being part of Great Lot 26, Township No. 7, Old Military Tract, bounded and described as follows:

Beginning at the northeast corner of said lot, and running thence west in the north line thereof eighty seven and one-half rods; Thence south parallel to the east line one hundred and sixty rods; Thence east parallel to the north line of said lot to the east line of said lot; Thence north in said east line to the place of beginning.

EXCEPTING AND RESERVING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, County of Franklin and State of New York, being part of Great Lot No. 26, Township No. 7, Old Military Tract, bounded and described as follows, ie:

BEGINNING at a point in the easterly line of Great Lot 26, which is on the centerline of the Toohill Road, which point marks the southeast corner of the premises described in a deed from Edwin & Geraldine Summers to Donald R. & Dorothy I. Covey, recorded May 24, 1972 in Liber 457 of Deeds at page 608; Thence running westerly direction along the southerly boundary of the premises described in the aforesaid deed from Summer to Covey eighty seven and one-half (87.5) rods to the southwest corner of the premises described in the aforesaid deed from Summers to Covey; Thence north and along the westerly line of the premises described in the aforesaid deed from Summers to Covey, 800 feet to a point; Thence in an easterly direction, in a line parallel to the first course 87 1/2 rods to a point on the easterly line of Great Lot No. 26, and the centerline of the Toohill Road; Thence in a southerly direction and along the easterly line of Great Lot No. 26 and the centerline of the Toohill Road 800 feet to the place of beginning.

The above parcel of land is more accurately described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in Great Lot No. 26, Township No. 7, Old Military Tract, Town of Chateaugay, County of Franklin and State of New York, bounded and described as follows:

BEGINNING at the centerline intersection of the Willis Road and the Toohill Road, said point being the northeast corner of Great Lot No. 26 and the northeast corner of the property conveyed to Ricky & Tina Jock, as recorded in the Franklin County Clerk's Office in Liber 718 at page 196, said point

having state plane coordinates of North 2208107.62 East 591995.93; Thence along the centerline of the Willis Road also being the easterly bounds of Great Lot No. 26 and the Jock property South 02 degrees 06 minutes 20 seconds East for a distance of 1,878.48 feet to a point in the centerline of the Willis Road, said point being the southeast corner of the property herein described; Thence South 83 degrees 59 minutes 50 seconds West for a distance of 1,428.67 feet to a 5/8" rebar set in a stonewall/fence line marking the southwest corner of the rock property, said rebar also being the northwest corner of the property conveyed to Doug & Jodi Downs as recorded in the Franklin County Clerk's Office in Liber 637 at page 293, said rebar also being in the east bounds of the property conveyed to William F. Toohill as recorded in the Franklin County Clerk's Office in Liber 330 at page 521, said course passing over a 5/8" rebar set with cap marked "Marsh & Langdon" 24.80 feet west of the centerline of the Willis Road; Thence along the west bounds of Jock and the east bounds of Toohill as marked by an old stonewall and barb wire fence North 02 degrees 30 minutes 10 seconds West for a distance of 1,915.88 feet to a point in the centerline of the Toohill Road, said point being the northwest corner of Jock and the northeast corner of Toohill, said point also being in the north line of Great Lot No. 26, said course passing over a 5/8" rebar set with cap marked "Marsh & Langdon" 24.76 feet south of the centerline of the Toohill Road; Thence along the centerline of the Toohill Road and the north bounds of Jock and Great Lot No. 26, North 85 degrees 31 minutes 00 seconds East for a distance of 39.56 feet to a point, said point being the northwest corner of the Power Authority of the State of New York Parcel No. 192 as recorded in the Franklin County Clerk's Office in Liber 481 at page 497; Thence around the Power Authority of the State of New York's Parcel 192 the following courses and distances: 1). South 03 degrees 06 minutes 45 seconds East for a distance of 1,613.05 feet to a 7/8" rebar found with cap marked "PASNY" said course passing over a 7/8" rebar found with cap marked "PASNY", 24.76 feet south of the centerline of Toohill Road; 2) North 81 degrees 57 minutes 45 seconds East for a distance of 596.27 feet to a 7/8" rebar found with cap marked "PASNY"; 3). North 08 degrees 03 minutes 10 seconds West for a distance of 661.00 feet to a 7/8" rebar found with cap marked "PASNY"; 4). South 81 degrees 58 minutes 10 seconds West for a distance of 430.03 feet to a 7/8" rebar found with cap marked "PASNY" 5). North 08 degrees 03 minutes 45 seconds West for a distance of 336.66 feet to a 7/8" rebar found with cap marked "PASNY"; 6). North 03 degrees 06 minutes 30 seconds West for a distance of 606.66 feet to a point in the centerline of the Toohill Road, said point being in the north bounds of Jock and Great Lot No. 26, said course passing over a 7/8" rebar found with cap marked "PASNY" 24.64 feet south of the centerline of the Toohill Road; Thence along the centerline of the Toohill Road also being the north bounds of Jock and Great Lot No. 26, North 85 degrees 31 minutes 00 seconds East, for a distance of 1,320.41 feet to the place of beginning.

All bearings referred to True North at 74.5 Meridian of West Longitude.

Leasehold Parcel(s)

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Towns of Chateaugay and Bellmont, Franklin County, New York, bounded and described as follows:

88.-5-5 and 88.-5-6 Elsa Beth Berenberg and Bruce A. Martell - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 18, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 18, 2008, by and between Elsa Beth Berenberg and Bruce A. Martell and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on September 10, 2008 in Volume 984, at Page 224, with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 28, 2011 between the parties, as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016 by and between the parties, recorded on September 2, 2016 as Instrument No. 2016-4304 with the Office of the Recorder of Franklin County, New York

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **88** as Parcel Nos. **88-5-5** and **88-5-6**, which said land is contained in a *Warranty Deed* given by William Dryer Co., a Delaware corporation to Elsa Beth Berenberg and Bruce A. Martell dated August 14, 1975 and recorded on August 15, 1972 in the Franklin County Clerk's Office in Book 458 of Deeds at page 989, to which reference is made for a more detailed description and incorporated herein.

102.-2-2.200, 88.-5-2 and 88.-5-7.200 – Bilow Farms Realty, LLC, a New York limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated September 22, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements, dated September 22, 2015, by and between Bilow Farms Realty, LLC, a New York Limited Liability Company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 16, 2015 as Instrument No. 2015-5149, with the Office of the Recorder of Franklin County, New York.

THE FOLLOWING REAL PROPERTIES LOCATED IN THE COUNTY OF FRANKLIN, STATE OF NEW YORK:

Parcel 1:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88.-5-7.200, which said land is contained in a *Warranty Deed* given by Vincent Bilow and Trudy Bilow, his wife to Bilow Farms Realty, LLC a Limited Liability Company, dated May 31, 2007 and recorded on August 8, 2007 in the Franklin County Clerk's Office as Liber 954 at page 156, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT:

Area within polygon made up by the following coordinates: 44°52'27.62"N, 74° 5'27.49"W; 44°52'27.53"N, 74° 5'30.15"W; 44°52'29.32"N, 74° 5'30.37"W; 44°52'28.98"N, 74° 5'35.54"W; 44°52'18.34"N, 74° 5'34.30"W; 44°52'18.53"N, 74° 5'30.46"W; 44°52'21.54"N, 74° 5'30.80"W; 44°52'21.84"N, 74° 5'26.65"W. 44°52'21.84"N, 74° 5'26.65"W.

Parcel 2:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88.-5-2, which said land is contained in a *Warranty Deed* given by Vincent Bilow and Trudy Bilow, his wife to Bilow Farms Realty, LLC a Limited Liability Company, dated May 31, 2007 and recorded on August 8, 2007 in the Franklin County Clerk's Office as Liber 954 at page 156, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT:

Area within polygon made up by the following coordinates: 44°52'30.83"N, 74° 6'49.49"W; 44°52'30.25"N, 74° 6'53.23"W; 44°52'27.86"N, 74° 6'54.12"W; 44°52'26.95"N, 74° 6'58.29"W; 44°52'23.49"N, 74° 6'57.62"W; 44°52'24.42"N, 74° 6'49.08"W.

Parcel 3:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 102 as Parcel No. 102.-2-2.200, which said land is contained in a *Warranty Deed* given by Vincent Bilow and Trudy Bilow, his wife to Bilow Farms Realty, LLC a Limited Liability Company, dated May 31, 2007 and recorded on August 8, 2007 in the Franklin County Clerk's Office as Liber 954 at page 156, to which reference is made for a more detailed description and incorporated herein.

88.-5-8.4, 89.-1-13 and 89.-1-14 – Bilow Farms Realty, LLC, a New York limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated June 30, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements, dated June 30, 2008, by and between Herbert J. Healey and Carolyn J. Healey and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 7, 2008, as Instrument No. 2008- 00003043, with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 15, 2011 between the parties, and as further amended and assigned by that certain Amendment to

Wind Energy Lease and Agreement with Grants of Easements dated October 1, 2015, by and among Herbert J. Healey and Carolyn J. Healey, as Assignor, Bilow Farms Realty, LLC, a New York limited liability company, as Assignee and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on January 21, 2016, as Instrument No. 2016-366, with the Office of the Recorder of Franklin County, New York, as further amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated June 1, 2016 by and between Bilow Farms Realty, LLC, a New York limited liability company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016, as Instrument No. 2016-3488 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. **88.-5-8.400**, which said land is contained in a Deed given by Lyle Cook and Phyllis Cook, his wife, to Herbert J. Healey and Carolyn J. Healey, his wife, dated September 12, 2001 and recorded on September 13, 2001 in the Franklin County Clerk's Office in Book 784 of Deeds at page 47, such land is also contained in a Warranty Deed given by Herbert J. Healey and Carolyn J. Healey, his wife, to Bilow Farms Realty, LLC, a New York Limited Liability Company dated April 4, 2014 and recorded on April 10, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1717, to which reference is made for a more detailed description and incorporated herein.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 89 as Parcel No. **89.-1-14** and Parcel No. **89.-1-13** which said land is contained in a Administrator Deed given by Carolyn Calnon, as Administrator, c.t.a. of the Estate of William F. Healey, to Herbert J. Healey and Carolyn J. Healey dated June 17, 2003 and recorded on June 19, 2003 in the Franklin County Clerk's Office in Book 830 of Deeds at page 295, such land is also contained in a Warranty Deed given by Herbert J. Healey and Carolyn J. Healey, his wife, to Bilow Farms Realty, LLC, a New York Limited Liability Company dated April 4, 2014 and recorded on April 10, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1717, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

Area within a polygon made up by the following coordinates:

44°52'53.63"N, 74° 4'28.34"W;
44°52'59.75"N, 74° 4'28.09"W;
44°52'56.03"N, 74° 4'21.55"W;
44°52'52.65"N, 74° 4'25.51"W

And

A 100 Yard radius around the following point:

44° 52' 50.31"N 74° 4' 31.798"W

60.-3-5.300 – Bilow Realty Holdings, LLC, a New York limited liability company -
Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated September 22, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated September 22, 2015, by and between Bilow Realty Holdings, LLC, a New York limited liability company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 4, 2015 as Instrument No. 2015- 5501 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 60 as Parcel No. 60.-3-5.3, which said land is contained in a *Warranty Deed With Lien Covenant* given by Mackenzie Watson to Bilow Realty Holdings, LLC, dated December 12, 2012 and recorded on December 21, 2012 in the Franklin County Clerk's Office as Instrument No. 2012129421, to which reference is made for a more detailed description and incorporated herein.

88.-4-1.300 and 88.-4-2.100 - Bilow Realty Holdings, LLC, a New York limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated January 23, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated January 29, 2009, by and between Karen Plante-Lanthier, formerly known as Karen Plante and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009 as Instrument No. 2009-00001161 with the Office of the Recorder of Franklin County, New York, as supplemented by an unrecorded Letter Agreement dated January 20, 2009, as assumed by that certain Assumption Agreement dated September 22, 2015 by and between Bilow Realty Holdings, LLC, a New York Limited Liability Company and Jericho Rise Wind Farm, LLC, a Delaware limited liability company, recorded on November 9, 2015 as Instrument No. 2015-5646 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated June 1, 2016 by and between Bilow Realty Holdings, LLC, a New York limited liability company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016, as Instrument No. 2016-3493 with the Office of the Recorder of Franklin County, New York.

THE FOLLOWING REAL PROPERTIES LOCATED IN THE COUNTY OF FRANKLIN, STATE OF NEW YORK:

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel Nos. **88-4-1.300** and **88-4-2.100**, which said land is contained in a *Warranty Deed With Full Covenants* given by Karen Plante-Lanthier a/k/a Karen Plante to Bilow Realty Holdings, LLC, a New York Limited Liability Company, dated July 21, 2010 and recorded on July 23, 2010 in the Franklin County Clerk's Office as Instrument No. 201085150, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

A 100 yard radius around the following point:
44°53'11.74"N, 74° 6'50.917"W.

103.-1-6, 74.-3-13, 74.-3-15; 74.-3-16.100, 74.-3-17, 74.-3-18, 74.-3-19 and 88.-4-8 - - 6.

Kevin Bracy, as to a life estate interest, and Robert Bracy, as the Remainderman. AND Robert Bracy, a/k/a Robert B. Bracey, a/k/a Robert B. Bracy, a/k/a R. Robert Bracy - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 18, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 18, 2008, by and between Robert Bracy, a/k/a Robert B. Bracey, a/k/a Robert B. Bracy, a/k/a R. Robert Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on September 10, 2008 as Instrument No. 2008- 00003563, in Volume 984, at Page 243 with the Office of the Recorder of Franklin County, New York, as amended pursuant to that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 22, 2011 between the parties. Parcel 2 solely was assigned pursuant to that certain Assignment and Assumption Agreement dated August 25, 2015 from Robert Bracy, a/k/a Robert B. Bracey, a/k/a Robert B. Bracy a/k/a R. Robert Bracy, as assignor, to Kevin Bracy as to a life estate interest, as assignee to be recorded with the Office of the Recorder of Franklin County, New York, as further amended by that certain Second Amendment (and Partial Release) to Wind Energy Lease and Agreement with Grant of Easements and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016 by and between Robert Bracy, a/k/a Robert B. Bracey, a/k/a Robert B. Bracy, a/k/a R Robert Bracy and Kevin Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016 as Instrument No. 2016-3491 with the Office of the Recorder of Franklin County, New York, and as further amended by that certain Third Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 10, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 10, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4303 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88-4-8, Tax Map Section No. 103 as Parcel No. 103-1-6, Tax Map Section No. 74 as Parcel Nos. 74-3-13, 74-3-15, 74-3-17, 74-3-18, 74-3-16.1 and 74-3-19, which said lands are contained in:

Parcel I:

Warranty Deed given by William Hill, Jr., aka William Hill and as William E. Hill, and Minnie Hill to Robert Bracy dated February 5, 1946 and recorded on March 1, 1946 in the Franklin County Clerk's Office in Book 249 of Deeds at page 123, to which reference is made for a more detailed description and incorporated herein.

Parcel II:

Warranty Deed given by Edwin Collins and Flossie D. Collins to Robert B. Bracey and Ada Bracy (deceased) dated May 26, 1958 and recorded on September 23, 1959 in the Franklin County Clerk's Office in Book 386 of Deeds at page 623, to which reference is made for a more detailed description and incorporated herein, except those lands conveyed by Warranty Deed given by Robert Bracy and Ada Bracy to Bruce Bracy dated August 28, 1990 and recorded on August 28, 1990 in Book 548 of Deeds at page 265.

Parcel III:

Warranty Deed given by George Dechambeau to Robert Bracy and Ada Bracy (deceased) dated May 18, 1962 and recorded on May 24, 1962 in the Franklin County Clerk's Office in Book 406 of Deeds at page 151, to which reference is made for a more detailed description and incorporated herein.

Parcel IV:

Warranty Deed given by Beaman H. LaBare to Robert Bracy and Ada Bracy (deceased) dated August 17, 1972 and recorded on September 1, 1972 in the Franklin County Clerk's Office in Book 459 of Deeds at page 136, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING (as to Tax Map Parcel No. 74-3-17):

A 100 yard radius around the following point:

44° 53' 44.94"N 74° 5' 20.312"W

88.-4-6 and 89.-1-17 – Bunjo LLC, a Limited Liability Company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 24, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 24, 2015, by and between Bunjo LLC, a Limited Liability Company and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 6, 2015, as Instrument No. 2015-4949 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 31, 2016, recorded on July 19, 2016, as Instrument No. 2016-3489 with the Office of the Recorder of Franklin County, New York, between the parties.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No.88 as Parcel No. 88.-4-6, and Tax Map Section 89 as Parcel No. 89.-1-17 which said land is contained in a *Warranty Deed with Full Covenants* given by Elaine Ittleman, as to a 25% interest; Kathleen Ryan Gerard, as to a 25% interest; Christopher James Ryan, as to a 25% interest; and Christopher James Ryan and Kathleen Ryan Gerard, as Trustees under the last will and testament of Mary Elizabeth Ryan, for the benefit of Mercedes Elizabeth Pepper, as to a 12 ½% interest; and Christopher James Ryan and Kathleen Ryan Gerard, as Trustees under the last will and testament of Mary Elizabeth Ryan, for the benefit of Ryan Patrick Pepper as to a 12 ½% interest to Bunjo LLC, a Limited Liability Company, dated January 23, 2014 and recorded on February 20, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-878, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

An area within a polygon made up by the following coordinates:

44°53'20.77"N, 74° 4'57.20"W;

44°53'19.43"N, 74° 4'58.58"W;

44°53'17.83"N, 74° 4'56.16"W;

44°53'18.86"N, 74° 4'54.16"W

89.-1-12 – Harold G. Cook and Janice Cook, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 11, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 11, 2008, by and between Harold G. Cook and Janice Cook, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008 as Instrument No. 2008-00003393 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 19, 2011 between the parties.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **89** as Parcel No. **89-1-12**, which said land is contained in a *Warranty Deed* given by Garth Cook and Ida Cook, his wife, to Harold G. Cook and Janice Cook, his wife, as tenants by entirety, dated February 16, 1961 and recorded on February 24, 1961 in the Franklin County Clerk's Office in Book 397 of Deeds at page 537, to which reference is made for a more detailed description and incorporated herein, **excepting** so much of the lands conveyed by Warranty Deed with Lien Covenant given by Harold G. Cook and Janice Cook, his wife, to James R. Cook and Brenda Cook, his wife, dated April 25, 1973 and recorded on May 1, 1973 in the Franklin County Clerk's Office in Book 462 of Deeds at page 457.

88.-4-2.300 – Jay D. Cook and Carrie A. Cook, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 20, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated January 29, 2016, by and between Jay D. Cook and Carrie A. Cook, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on March 1, 2016, as Instrument No. 2016-1062 with the Office of the Recorder of Franklin County, New York, re-recorded April 20, 2016 as Instrument No. 2016-1898 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88, as parcel No. 88.-4-2.300, which said land is contained in a *Deed with Full Covenants* given by Arlend Cook and Judith Cook, his wife, to Jay D. Cook and Carrie A. Cook, his wife, dated January 16, 1997 and recorded on January 23, 1997 in the Franklin County Clerk's Office in Liber 667 of Deeds at Page 243, to which reference is made for a more detailed description and incorporated herein.

88.-4-12 – Jay D. Cook and Carrie A. Cook, husband and wife and Scott D. Beach and Janet Beach, husband and wife, as tenants in common as between the couples - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 28, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated January 29, 2016, by and between Jay D. Cook and Carrie A. Cook, husband and wife, and Scott D. Beach and Janet Beach, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on March 1, 2016 as Instrument No. 2016-1061 with the Office of the Recorder of Franklin County, New York, re-recorded April 20, 2016 as Instrument No. 2016-1897 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88, as Parcel No. 88.-4-12, which said land is contained in a Warranty Deed with Lien Covenant given by Judith Daley Diliberto to Jay D. Cook and Carrie A. Cook, husband and wife, and Scott D. Beach and Jane Beach, husband and wife, dated January 27, 2010 and recorded on February 5, 2010 in the Franklin County Clerk's Office as Instrument No. 2010-625, to which reference is made for a more detailed description and incorporated herein.

88.-4-10, 88.-4-11.100, 88.-4-7.100 and 88.-5-8.100 – Lyle Cook and Phyllis Cook, his wife

- Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 24, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 24, 2008, by and between Lyle Cook and Phyllis Cook, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on December 11, 2008 as Instrument No. 2008-00004884, in Volume 991, at Page 80 with the Office of the Recorder of Franklin County, New York, as amended pursuant to that certain First Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated June 28, 2011, recorded on September 20, 2011 as Instrument No. 2011-4728 with the Office of the Recorder of Franklin County, New York, as further amended pursuant to that certain unrecorded Second Amendment to Wind Energy Lease, Agreement and Grant of Easements dated June 28, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map No. **88**, as Parcel No. **88-5-8.100**, which said land is contained in a *Deed with Full Covenant* made by Kevin R. Simpson and Carol R. Simpson to Lyle Cook and Phyllis Cook, dated June 26, 2001 and recorded on June 29, 2001 in the Franklin County Clerk's Office in Book 778 at page 334, to which reference is made for a more detailed description and incorporated herein; **Excepting** so much of the lands conveyed to Herbert J. Healey and Carolyn J. Healey by Deed with Full Covenant, dated September 12, 2001 and recorded on September 13, 2001 in the Franklin County Clerk's Office in Book 784 at page 47 and **Further Excepting** so much of those premises conveyed to Lyle Cook and Phyllis Cook by Deed with Full Covenant, dated August 23, 2001 and recorded on August 24, 2001 in the Franklin County Clerk's Office in Book 782 at page 276; **Further Excepting** so much of the lands conveyed by Deed with Full Covenant to Rodney J. Cook and recorded on July 31, 2001 in the Franklin County Clerk's Office in Book 781 at page 1.

74.-3-22.500 – Donald R. Covey and Dorothy Covey, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated January 7, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated January 7, 2009, by and between Donald W. Covey and Patricia A. Covey, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001158, in Volume 998, at Page 133 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 2 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map. No. **74** as Parcel No. **74-3-22.5**, which said land is contained in *Warranty Deed with Lien Covenant* executed by Daniel E. Clark and Edward W. Legacy to Donald R. Covey and Dorothy Covey, his wife, dated June 4, 1996 and recorded June 7, 1996 in the Franklin County Clerk's Office in Book 652 of Deeds, Page 323, to which reference is made for a more detailed description and incorporated herein.

74.-3-22.400 – Donald W. Covey and Patricia A. Covey, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated January 7, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated January 7, 2009, by and between Donald W. Covey and Patricia A. Covey, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001160, in Volume 998, at Page 116 with the Office of the Recorder of Franklin County, New York, as amended by that

certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 18, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay Tax Map. No. **74** as Parcel No. **74-3-22.4**, which said land is contained in *Warranty Deed with Lien Covenant* executed by Daniel E. Clark and Edward W. Legacy to Donald W. Covey and Patricia A. Covey, his wife, dated May 22, 1995 and recorded May 23, 1995 in the Franklin County Clerk's Office in Book 629 of Deeds, Page 185, to which reference is made for a more detailed description and incorporated herein.

103.-2-13.100 – Scott E. Croteau and Patricia M. Croteau, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 2, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 2, 2008, by and between Scott E. Croteau and Patricia M. Croteau, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-00004300, in Volume 988, at Page 97 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 23, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map No. **103**, as Parcel No. **103.2-13.1**, which said land is contained in *Warranty Deed with Lien Covenant* made by Stephen McEwen to Scott E. Croteau and Patricia M. Croteau, his wife, dated September 4, 2003 and recorded on December 1, 2003 in the Franklin County Clerk's Office in Book 843 of Deeds at page 83, to which reference is made for a more detailed description and incorporated herein. **EXCEPTING** therefrom the premises conveyed by a Warranty Deed with Lien Covenant made by Stephen McEwen to County of Franklin, dated February 10, 2001 and recorded February 16, 2007 in the Franklin County Clerk's Office in Book 769 of Deeds at page 155.

74.-3-20 – Wallace Dumont and Tammy M. Dumont, his wife, as Tenants by the Entirety - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 28, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated May 28, 2015, by and between Wallace Dumont and Tammy M. Dumont and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 5, 2015 as Instrument No. 2015-5557 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74, as Parcel No. 74.-3-20, which said land is contained in a *Warranty Deed* given by Joseph Smucker, Joseph B. Martin and Rachel A. Martin to Wallace Dumont and Tammy M. Dumont, his wife, dated August 16, 1994 and recorded on September 2, 1994 in the Franklin County Clerk's Office in Book 616, Page 105, to which reference is made for a more detailed description and incorporated herein.

102.-2-4 , 74.-1-4 and 74.-3-4 – Kenneth J. Green and Rosemary E. Green, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 11, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 11, 2008, by and between Kenneth J. Green and Rosemary E. Green and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008 as Instrument No. 2008-00003394, in Volume 983, at Page 304 with the Office of the Recorder of Franklin County, New York, as amended pursuant to that certain unrecorded First Amendment to Wind Energy Lease and Agreement with Grant of Easements dated November 10, 2009, as further amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 18, 2011, as further amended by that certain Third Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated April 20, 2015, recorded on June 17, 2015 as Instrument No. 2015-2746 with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded September 2, 2016 as Instrument No. 2016-4306 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map. No. 74, as Parcel Numbers 74-1-4 and 74-3-4, and in the Town of Chateaugay, Tax Map. No. 102, as Parcel Number 102-2-4, which said lands are contained in a *Warranty Deed with Lien Covenant* given by John J. Green to Kenneth J. Green and Rosemary E. Green, his wife, dated May 26, 2006 and recorded on May 26, 2006 in the Franklin County Clerk's Office under Instrument No. 2006-00002517, Book 917, Page 5, in the Franklin County Clerk's Office, to which reference is made for a more detailed description and incorporated herein.

88.-4-13 and 88.-4-15 – Richard L. Hall - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated September 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated September 8, 2008, by and between Richard L. Hall and Jericho Rise Wind Farm LLC, a

Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-00004302, in Volume 988, at Page 117 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 3, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated September 13, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated September 13, 2016 by and between the parties, to be recorded with Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map No. **88**, as Parcel Nos. **88-4-13** and **88-4-15**, which said land is contained in *Warranty Deed with Lien Covenant* made by Clinton Adirondack Timber & Land Co., Inc. to Richard L. Hall dated March 14, 1981 and recorded on May 7, 1981 in the Franklin County Clerk's Office in Book 501 of Deeds at page 860, to which reference is made for a more detailed description and incorporated herein; **excepting** so much as appropriated by Notice of Appropriation by the Power Authority of the State of New York to Stanley A. Hall and Hazel M. Hall, et. al. dated September 24, 1976 and recorded on October 7, 1976 in the Franklin County Clerk's Office in Book 479 of Deeds at page 392.

103.-2-16 – Donna M. Hitchcock and Diana Smith as joint tenants with the right of survivorship - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated March 3, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated March 3, 2009, by and between Donna M. Hitchcock and Diana Smith, as joint tenants with the right of survivorship and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on June 2, 2009, as Instrument No. 2009-00001763, in Volume 1000, at Page 319 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 23, 2011 between the parties.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. **103** as Parcel No. **103-2-16**, which said land is contained in a *Quit Claim Deed* given by Donald F. Titus and Idris L. Titus to Donna M. Hitchcock and Diana Smith, dated August 16, 2007 and recorded on September 17, 2007 in the Franklin County Clerk's Office in Book 957 of Deeds at page 249, to which reference is made for a more detailed description and incorporated herein.

102.-4-14 – Jeffrey W. King and Glenda J. King, husband and wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated April 16, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated April 16, 2009, by and between Jeffrey W. King and Glenda J. King, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on June 2, 2009, as Instrument No. 2009-00001764, in Volume 1000, at Page 329 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Letter Agreement dated March 31, 2009.

All that certain tract of land situated in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 102 as Parcel No. 102.-4-14, which said land is contained in a *Warranty Deed* given by William King and Nancy King, husband and wife, to Jeffrey W. King and Glenda J. King, husband and wife, dated October 1, 1992 and recorded on October 7, 1992 in the Clinton County Clerk's Office in Book 582 at page 64, to which reference is made for a more detailed description and incorporated herein, *excepting* so much of the land as conveyed by Jeffrey W. King and Glenda J. King, husband and wife, to the County of Franklin, in a *Warranty Deed* dated March 30, 2001 and recorded on April 2, 2001 in the Franklin County Clerk's Office in Book 772 of Deeds, at page 128.

103.-2-14.200 – Judy A. King - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 6, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated October 6, 2015, by and between Judy A. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on December 3, 2015, as Instrument No. 2015-6095 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 103 as Parcel No. 103.-2-14.2, which said land is contained in a *Deed With Full Covenants* given by Richard L. King and Joyce M. King to Judy A. King, dated January 16, 2007 and recorded on January 19, 2007 in the Franklin County Clerk's Office as Instrument No. 2007-00000275, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

Area within a square described by the following coordinates:

44°51'11.44"N, 74° 4'31.53"W;
44°51'16.42"N, 74° 4'32.31"W;
44°51'17.06"N, 74° 4'26.88"W;
44°51'12.03"N, 74° 4'25.99"W.

103.2-14.1 and 103.-2-14.3 - Richard King a/k/a Richard Leonard King a/k/a Richard L. King and Joyce King a/k/a Joyce M. King - Leasehold estate and easements created by

that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 31, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated July 31, 2008, by and between Richard King, a/k/a Richard Leonard King, a/k/a Richard L. King and Joyce King, a/k/a Joyce M. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 19, 2008, as Instrument No. 2008-00003247, in Volume 982, at Page 292 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 1, 2009 between the parties, and further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 23, 2011, as further amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016 recorded on July 19, 2016, as Instrument No. 2016-3487 with the Office of the Recorder of Franklin County, New York, between the parties, as re-recorded on July 27, 2016 as Instrument No. 2016-3628 with the Office of the Recorder of Franklin County, New York, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on August 30 2016, as Instrument No. 2016-4206 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Belmont, Franklin County, New York, designated on the Town of Belmont, Tax Map, No. 103, as Parcel Numbers 103-2-15.1, 103-2-4.1 and 103-2-14 (now 103-2-14.1 and 103-2-14.3), which said lands are contained in Warranty Deed made by Martin McKinney also known as John McKinney to Richard King and Joyce King, dated June 29, 1966 and recorded on June 29, 1966 in the Franklin County Clerk's Office in Book 432 of Deeds at page 566. **EXCEPTING** therefrom the premises conveyed by a Quit Claim Deed made by Richard L. King and Joyce M. King to Linda Johnson, dated January 26, 1988 and recorded on January 29, 1998 in the Franklin County Clerk's Office in Book 691 of Deeds at page 257 and by a Warranty Deed with Lien Covenant made by Walter J. Whalen to Richard Leonard King and Joyce M. King, dated January 13, 1967 and recorded on January 17, 1967 in the Franklin County Clerk's Office in Book 434 of Deeds at page 847. **EXCEPTING** therefrom the premises conveyed by a Warranty Deed with Lien Covenant made by Richard Leonard King and Joyce King to Richie L. King and Debbie King, dated November 2, 1979 and recorded on November 2, 1979 in the Franklin County Clerk's Office in Book 494 of Deeds at page 1068 and by a Warranty Deed with Lien Covenant made by George W. Atwood to Richard L. King and Joyce King, dated January 16, 1961 and recorded on January 16, 1961 in the Franklin County Clerk's Office in Book 397 of Deeds at page 30 and by a Warranty Deed made by Kenneth McKenna (a/k/a Kenneth McKinney) to Richard L. King and Joyce M. King, dated May 27, 1971 and recorded on June 2, 1971 in the Franklin County Clerk's Office in Book 452 of Deeds at page 652, which deed was corrected by a Full Covenant Deed made by Kenneth McKenna (also known as Kenneth McKinney) to Richard L. King and Joyce M. King, dated May 26, 1979 and recorded on May 29, 1979 in the Franklin County Clerk's Office in Book 492 of Deeds at page 827. **EXCEPTING** therefrom the premises conveyed by a Warranty Deed with Lien Covenant made by Richard L. King and Joyce M. King to Scott Landry and Penny Landry, dated April 27, 1982 and recorded on May 10, 1982 in the Franklin County Clerk's Office in Book 506 of Deeds at page 92. **FURTHER EXCEPTING** those premises conveyed by a Warranty Deed made by Richard L. King a/k/a Richard King and Joyce M. King a/k/a Joyce King and Linda Johnson to the County of Franklin, dated February 8, 2001 and recorded on February 13, 2001 in the Franklin County Clerk's Office in Book 769 of Deeds at page 45. **FURTHER EXCEPTING** so much of the lands conveyed by a Full Covenant Deed with Lien Covenant made by Richard L. King and Joyce M. King to Judy A. King, dated January 16, 2007 and recorded on January 19, 2007 in the Franklin County Clerk's Office in Book 937 of Deeds at page 23.

SAVE AND EXCEPT THE FOLLOWING:

An area within polygon made up by the following coordinates:

44°51'44.67"N, 74° 3'22.49"W;
 44°51'43.76"N, 74° 3'31.03"W;
 44°51'37.33"N, 74° 3'28.70"W;
 44°51'38.32"N, 74° 3'20.81"W

AND

100 yards around the point listed below:

#16 44° 51' 12.55"N 74° 4' 36.391"W
 #17 44° 51' 11.38"N 74° 4' 36.906"W

102.-4-12.100 and 102.-4-15.100;— William G. King a/k/a William King and Nancy L. King - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 30, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated July 30, 2008, by and between William G. King a/k/a William King and Nancy L. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 19, 2008, as Instrument No. 2008-00003248, in Volume 982, at Page 302 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 4, 2009, as further amended by that certain unrecorded Amendment to

Wind Energy Lease and Agreement with Grant of Easements dated August 3, 2009, further amended by that certain unrecorded Third Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 23, 2011 between the parties, and as further amended by that certain Fourth Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016, recorded on July 19, 2016, as Instrument No. 2016-3499, with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Fifth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4327 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. **102** as Parcel No. **102-4- 15.100**, which said land is contained in *Warranty Deed with Lien Covenant* given by Frances Robbins to Lillian G. King and Nancy L. King, his wife, dated May 6, 1971 and recorded May 6, 1971 in the Franklin County Clerk's Office in Liber 452 of Deeds, Page 252; and *Warranty Deed with Lien Covenant* given by Frances Robbins to William G. King and Nancy L. King, his wife, dated May 6, 1971 and recorded May 6, 1971 in the Franklin County Clerk's Office in Liber 452 of Deeds, Page 254, to which reference is made for a more detailed description and incorporated herein, **excepting** so much conveyed by Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to Olin F. Robbins and Lillian S. Robbins, his wife, dated May 6, 1971 and recorded May 6, 1971 in the Franklin County Clerk's Office in Liber 452 of Deeds, Page 256; and Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to Francis Titus and Dorothy Titus, his wife, dated August 12, 1977 and recorded August 16, 1977 in the Franklin County Clerk's Office in Liber 483 of Deeds, Page 425; and Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to Jorn Opalka, dated October 20, 1980 and recorded December 31, 1980 in the Franklin County Clerk's Office in Liber 500 of Deeds, Page 305; and Warranty Deed with Lien Covenant given by William G. King and Nancy L. King, his wife to County of Franklin, dated January 26, 2001 and recorded January 29, 2001 in the Franklin County Clerk's Office in Liber 768 of Deeds, Page 25.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. **102** as Parcel numbers **102-4-12.100**, which said land is contained in *Warranty Deed with Lien Covenant* executed by Gladys King, individually and as surviving tenant by the entirety with Leonard E. King to William King (appears as William Kind) and Nancy King, his wife, dated March 28, 1975 and recorded March 28, 1975 in the Franklin County Clerk's Office in Liber 472 of Deeds, Page 166, to which reference is made for a more detailed description and incorporated herein, **excepting** so much conveyed by Warranty Deed with Lien Covenant executed by Gladys King as surviving tenant by the entirety with Leonard E. King, deceased to Kenneth Knudsen, dated May 13, 1975 and recorded May 15, 1975 in the Franklin County Clerk's Office in Liber 472 of Deeds, Page 797; and Warranty Deed with Lien Covenant executed by William Kind a/k/a William King and Nancy King, his wife to Scott King and Katherine King, his wife, dated May 12,

1999 and recorded May 12, 1999 in the Franklin County Clerk's Office in Liber 722 of Deeds, Page 260.

SAVE AND EXCEPT THE FOLLOWING:

Area within a polygon made up by the following coordinates:

44°51'14.07"N, 74° 5'20.20"W;
44°51'17.92"N, 74° 5'21.23"W;
44°51'18.93"N, 74° 5'27.57"W;
44°51'13.88"N, 74° 5'23.54"W

AND

A 0.93 Acre Parcel of land situate on the West side of the Titus Road in the Town of Bellmont.

ALL THAT TRACT OR PARCEL OF LAND situate in Lot 5, Township No. 7, Old Military Tract, Town of Bellmont, County of Franklin and State of New York bounded and described as follows:

BEGINNING at a point in the centerline of the Titus Road, said point being located North 08 degrees 45 minutes 55 seconds East for a distance of 279.72 feet from the centerline intersection of the Titus Road and County Route 24;

THENCE through the land of William & Nancy King as recorded in the Franklin County Clerk's Office in Liber 472, Page 166 the following courses and distances:

- 1) North 66 degrees 19 minutes 40 seconds West for a distance of 287.59 feet to a 5/8" rebar set, said course passing over a 5/8" rebar set 25.55 feet west of the centerline of the Titus Road;
- 2) North 16 degrees 57 minutes 25 seconds East for a distance of 138.32 feet to a 5/8" rebar set;
- 3) South 70 degrees 33 minutes 15 seconds East of a distance of 262.76 feet to a point in the centerline of the Titus Road, said course passing over 5/8" rebar set 24.80 feet west of the centerline of the Titus Road;

THENCE along the centerline of the Titus Road South 08 degrees 45 minutes 55 seconds West for a distance of 162.20 feet to the point of beginning.

CONTAINING 0.93 acres of land as surveyed by Langdon Land Surveying on March 15, 2016

88.-4-4 – Larry L. LaBare and Judy LaBare - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 8, 2008, by and between Larry L. LaBare and Judy LaBare and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008- 00003392, in Volume 983, at Page 284 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 6, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map No. **88**, as Parcel No. **88-4-4** , which said land is contained in *Warranty Deed with Lien Covenant* given by Charles Collette and Susan B. Collette to Larry L. LaBare and Judy LaBare, dated October 23, 1997 and recorded on November 10, 1997 in the Franklin County Clerk's Office in Book 686 of Deeds at page 283, together with any right of way in common with others described in deed, to which reference is made for a more detailed description and incorporated herein.

102.-7.100; 102.-2-9.100; 102.-4-7; and 102.-4-8.100 – Jerry R. Legacy - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 5, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated May 5, 2015, by and between Jerry R. Legacy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on June 17, 2015, as Instrument No. 2015-2747 with the Office of the Recorder of Franklin County, New York.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. **102** as Parcel Nos. **102-4-7, 102-4-8.1, 102-2-9.1** and **102-2-7.1**, which said land is contained in a *Warranty Deed* given by Jerry R. Legacy and Margaret Legacy to Jerry R. Legacy, dated February 9, 2000 and recorded on February 9, 2000 in the Franklin County Clerk's Office in Book 742 of Deeds, at page 286, to which reference is made for a more detailed description and incorporated herein.

102.-2-5.200; 102.-2-6.100 and 102.-2-6.200 – Kevin G. Legacy and Mary G. Legacy, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 7, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated May 7, 2015, by and between Kevin G. Legacy and Mary G. Legacy, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on May 29, 2015, as Instrument No. 2015-2376 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **102** as Parcel Nos. **102-2-5.2** and **102-2-6.1**, which said land is contained in a *Warranty Deed with Lien Covenant* given by Kevin G. Legacy to Kevin G. Legacy and Mary G. Legacy dated May 19, 1994 and recorded on October 29, 1996 in the Franklin County Clerk's Office in Book 662 of Deeds at page 68, to which reference is made for a more detailed description and incorporated herein.

89.-1-11.1 and 103.-1-2.1– Gilbert R. Merrill and Connie Kay Merrill, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 8, 2008, by and between Gilbert R. Merrill and Connie Kay Merrill and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003384, in Volume 983, at Page 192 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated March 22, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4324 with the Office of the Recorder of Franklin County, New York.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. 89 as Parcel No. 89-1-

11.1 and Town of Chateaugay Tax Map No. 103 as Parcel No. 103-1-2.1, which said lands are contained in a *Quit Claim Deed* given by Millard R. Merrill and Barbara A. Merrill to Gilbert R. Merrill and Connie Kay Merrill, dated July 30, 2002 and recorded on July 31, 2002 in the Franklin County Clerk's Office in Book 807 of Deeds, at page 291, and contained in a *Quit Claim Deed* given by Millard R. Merrill and Barbara A. Merrill to Gilbert R. Merrill and Connie Kay Merrill, dated July 30, 2002 and recorded on July 31, 2002 in the Franklin County Clerk's Office in Book 807 of Deeds, at page 293, both of which reference is made for a more detailed description and incorporated herein, *excepting and reserving therefrom*, all that tract or parcel of land situate in the Town of Chateaugay, County of Franklin and State of New York and more particularly described as follows: BEGINNING at a point approximately 660 feet southerly of the southwest corner of the Geneway Road, which point is also the easterly edge of the Jericho Road, which point is also the easterly edge of the Jericho Road; thence proceeding easterly perpendicular to the Jericho Road a distance of 150 feet to a point marked by a pipe; thence proceeding northerly parallel wit the Jericho Road, a distance of 150 feet to a point marked by a pipe; thence proceeding westerly a distance of 150 feet which point is 150 feet distance from the southerly bounds of this parcel to a point in the easterly shoulder of the Jericho Road; thence southerly along the easterly shoulder of the Jericho Road to the point and place of beginning.

74.-1-14.1 and 74.-1-15 – Patrick C. O'Connor - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 31, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated July 31, 2008, by and between Patrick C. O'Connor and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 19, 2008, as Instrument No. 2008-00003250, in Volume 982, at Page 322 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 19, 2011, and as further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated July 19, 2016, between the parties.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **74** as Parcel Nos. **74-1-15** and **74-1-14.1**, which said lands are contained in a *Quit Claim Deed* given by Mary Lou O'Connor and Patrick C. O'Connor to Patrick C. O'Connor, dated December 1, 1994 and recorded on July 14, 1995 in the Franklin County Clerk's Office in Book 632 of Deeds at page 171, to which reference is made for a more detailed description and incorporated herein; **excepting** so much of the land as conveyed by *Quit Claim Deed* given by Patrick C. O'Connor to Donald J. Richard and Betty J. Richard, dated April 10, 2000 and recorded on April 12, 2000 in the Franklin County Clerk's Office in Book 747 of Deeds at page 5.

60.-3-2 - Robert O'Connor and Elaine O'Connor, as to a life estate interest and Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A. E. O'Connor, Caroline M. O'Connor, Sacha O'Connor, Britney E. O'Connor aka Britney Smith, Warren R. O'Connor and Savanna G. O'Connor - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated December 30, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated December 30, 2015, by and among Robert O'Connor and Elaine O'Connor, as to a life estate interest and Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A. E. O'Connor, Caroline M. O'Connor, Sacha O'Connor, Britney E. O'Connor aka Britney Smith, Warren R. O'Connor and Savanna G. O'Connor and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016 as Instrument No. 2016-3492 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. **60.**, as Parcel No. **60.-3-2**, which said land is contained in a *Quit Claim Deed* given by Robert O'Connor and Elaine O'Connor to Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A. E. O'Connor, Caroline M. O'Connor, Sacha O'Connor, Britney E. O'Connor, Warren R. O'Connor and Savanna G. O'Connor, dated September 20, 2002 and recorded on November 5, 2002 in the Franklin County Clerk's Office as Instrument No. 5927, in Book 816, Page 96, to which reference is made for a more detailed description and incorporated herein

Save and except a parcel of land with an area within Square made up by the following coordinates:

44°55'21.56"N, 74° 7'40.36"W;
44°55'16.33"N, 74° 7'38.55"W;
44°55'17.58"N, 74° 7'23.50"W;
44°55'23.15"N, 74° 7'24.04"W

88.-4-3.2 – Michael E. Simpson and Steafani A. Simpson, his wife - Leasehold estate and

easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated November 24, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated November 24, 2008, by and between Michael E. Simpson and Stefani A. Simpson and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001155, in Volume 998, at Page 79 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 28, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated_, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated September 19, 2016, to be recorded with the Office of the Recorder of Franklin County, New York.

All those certain tracts of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. **88** as Parcel No. **88-4-3.2**, which said lands are contained in a *Warranty Deed with Full Covenants* given by David C. Barber and Nancy J. Barber, his wife, to Michael E. Simpson and Stefani A. Simpson, his wife, dated October 17, 2006 and recorded on October 20, 2006 in the Franklin County Clerk's Office in Book 929 of Deeds, at page 180, to which reference is made for a more detailed description and incorporated herein.

102.-2-8.400 - Felix Tam and Mary Volkman, as joint tenants with rights of survivorship - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated May 6, 2009, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated May 6, 2009, by and between Felix Tam and Mary Volkman, as joint tenants with rights of survivorship and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 26, 2009, as Instrument No. 2009- 00002883, in Volume 1005, at Page 79 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated April 4, 2011 between the parties.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 102, as Parcel No. 102-2-8.400, which said land is contained in an *Executor's Deed* given by Gisele Richardson, as Executrix of the Estate of Bernadette Richardson to Felix Tam and Mary Volkman, as joint tenants with rights of survivorship, dated February 25, 2005 and recorded on April 1, 2005 in the Franklin County Clerk's Office in Liber 879 of Deeds at page 219 to which reference is made for a more detailed description and incorporated herein.

74.-1-16.1 and 74.-1-16.2 – Romeo R. Thibault and Monica L. Thibault, his wife, as tenants by the entirety - Leasehold estate and easements created by that certain unrecorded

Wind Energy Lease and Agreement with Grant of Easements dated August 8, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 8, 2008, by and between Romeo R. Thibault and Monica L. Thibault and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003387, in Volume 983, at Page 222 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated May 23, 2016 recorded on July 20, 2016, as Instrument No. 2016-3520, with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4301 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map No. 74 as Parcel Nos. 74-1-16.1 and 74.-1-16.2, which said lands are contained in a Warranty Deed with Lien Covenant given by Sherry A. Tracy to Romeo R. Thibault and Monica L. Thibault, dated July 16, 1981 and recorded on July 16, 1981 in the Franklin County Clerk's Office in Book 502 of Deeds, at page 837, to which reference is made for a more detailed description and incorporated herein, Warranty Deed executed by Romeo R. Thibault and Monica Thibault to Romeo R. Thibault and Monica Thibault dated September 23, 2014 and recorded in the Franklin County Clerk's Office on September 24, 2014 as Instrument No. 2014-4329, to which reference is made for a more detailed description and incorporated herein, excepting so much of the land as conveyed by Romeo R. Thibault and Monica L. Thibault to Clarence J. Gillette and Anne M. Gillette, his wife, dated March 22, 1993 and recorded on March 22, 1993 in the Franklin County Clerk's Office in Book 589 of Deeds, at page 307; further excepting so much of the land as conveyed by Romeo R. Thibault and Monica L. Thibault to Clarence J. Gillette and Anne M. Gillette, dated May 18, 1994 and recorded on May 18, 1994 in the Franklin County Clerk's Office in Book 610 of Deeds, at page 182; further excepting so much of the land as conveyed by Romeo IL Thibault and Monica L. Thibault to William Garwood and Noelle Garwood, dated May 5, 2005 and recorded on May 5, 2005 in the Franklin County Clerk's Office in Book 882 of Deeds, at page 39; and further excepting so much of the land as conveyed by Romeo R. Thibault and Monica L. Thibault to Ronald R. Thibault, dated September 2, 2005 and recorded on September 8, 2005 in the Franklin County Clerk's Office in Book 891 of Deeds, at page 106; and further excepting so much as conveyed by Romeo R. Thibault and Monica L. Thibault to Stacie L. Myers by Warranty Deed dated October 29, 2013 and recorded November 19, 2013 in Instrument No. 2013-6556.

SAVE AND EXCEPT THE FOLLOWING:

Area within polygon made up by the following coordinates:

44°53'34.97"N, 74° 7'26.06"W;
44°53'35.30"N, 74° 7'22.68"W;
44°53'36.24"N, 74° 7'19.30"W;
44°53'32.81"N, 74° 7'18.72"W;
44°53'32.47"N, 74° 7'25.65"W

74.-2-7.3; 74.-2-7.4 and 74.-3-5.2 – Three L Farm, a partnership - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated July 17, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated July 17, 2015, by and between Three L Farm, a partnership and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on February 24, 2016, as Instrument No. 2016-961 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 74 as Parcel No. 74-2-2.3 and 74-2-2.4 and 74-2-7.2 and 74-2-7.3 and 74-3-5.2 and 74-2-7.4, which said land is contained in a *Warranty Deed* given by Richard F. Tracy and Anne L. Tracy to Three L Farm, a partnership dated February 27, 2014 and recorded on February 28, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1015 to which reference is made for a more detailed description and incorporated herein.

103.2-5.100 – Harley Titus and Sylvia Titus, husband and wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 2, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 2, 2008, by and between Harley Titus and Sylvia Titus, husband and wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-00004301, in Volume 988, at Page 107 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 18, 2011 between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. **103**, as Parcel Number **103-2-5.1**, which said land is contained in *Warranty Deed with Lien Covenant* given by Ross H. Titus and Beverly Ann Titus, his wife, to Harley Titus and Sylvia Titus, his wife, dated November 29, 2004 and recorded on November 30, 2004 in the Franklin County Clerk's Office in Book 870 of Deeds at page 205, to which reference is made for a more detailed description and incorporated herein.

103.-2-1; 103-2-2; 103-2-3; 103-2-18.1; 103-2-19.2 – Marvin R. Titus a/k/a Marvin Titus and Tammy Titus, his wife (Parcels 1-4) and Marvin R. Titus (Parcel 5) - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 15, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 15, 2008, by and between Marvin R. Titus, a/k/a Marvin Titus and Tammy Titus, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003389, in Volume 983, at Page 242 with the Office of the Recorder of Franklin County, New York, as amended by that certain First Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated as of July 6, 2011, recorded on September 8, 2011 as Instrument No. 2011-4481 with the Office of the Recorder of Franklin County, New York, as further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with grant of Easements dated July 6, 2011, and as further amended by that certain Third Amendment to Wind Energy Lease and Agreement with Grant of Easements and

Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated as of April 20, 2015, recorded on June 17, 2015 as Instrument No. 2015-2748 with the Office of the Recorder of Franklin County, New York, between the parties, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 6, 2016, as Instrument No. 2016-4345 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. 103, as Parcel Numbers **103-2-18.1, 103-2-1 and 103-2-3**, which said lands are contained in a Warranty Deed with Lien Covenant given by Ross H. Titus to Marvin R. Titus and Tammy Titus, his wife, dated August 8, 1986 and recorded on August 8, 1986 in the Franklin County Clerk's Office in Book 525 of Deeds at page 838; and also contained in Warranty Deed with Lien Covenant given by Ross Titus, individually and as surviving tenant by the entirety with Marjorie Titus, deceased, and Beverly Ann Titus, his wife, to Marvin Titus and Tammy Titus, his wife, dated November 29, 2004 and recorded November 30, 2004 in the Franklin County Clerk's Office in Book 870 of Deeds at page 202, both of which reference is made for a more detailed description and incorporated herein.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. 103, as Parcel Numbers **103-2-19.2**, which said land is contained in a Warranty Deed with Lien Covenant given by Sandra M. Titus to Marvin Titus and Tammy Titus, his wife, dated March 11, 2013 and recorded on March 11, 2013 in the Franklin County Clerk's Office under Instrument No. 2013-1278, to which reference is made for a more detailed description and incorporated herein.

Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated August 15, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated August 15, 2008, by and between Marvin R. Titus and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on August 28, 2008, as Instrument No. 2008-00003388, in Volume 983, at Page 232 with the Office of the Recorder of Franklin County, New York, as amended by that certain First Amendment to Wind Energy Lease and Agreement with Grant of Easements and First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated as of July 6, 2011, recorded on November 8, 2011 as Instrument No. 2011-5734 with the Office of the Recorder of Franklin County, New York, as further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated July 6, 2011 between the parties, and as further amended by that certain

Third Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a Second Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 1, 2016, as Instrument No. 2016-4269 with the Office of the Recorder of Franklin County, New York..

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Bellmont, Franklin County, New York, designated on the Town of Bellmont, Tax Map. No. 103, as Parcel Number 103-2-2, which said land is contained in a *Warranty Deed with Lien Covenant* given by Ross H. Titus to Marvin R. Titus, dated August 16, 1995 and recorded on December 26, 2000 in the Franklin County Clerk's Office in Book 765 of Deeds at page 257, to which reference is made for a more detailed description and incorporated herein.

74.-2-7.1; 74.-3-5.1 and 74.-3-5.3– Anne L. Tracy and Richard F. Tracy - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated February 12, 2016 as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated February 12, 2016 by and between Anne L. Tracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on July 19, 2016, as Instrument No. 2016-3490 with the Office of the Recorder of Franklin County, New York, as amended by that certain Amendment (and Partial Release) to Wind Energy Lease and Agreement and Amendment (and Partial Release) to Memorandum of Wind Energy Lease and Agreement dated June 9, 2016 recorded on July 20, 2016, as Instrument No. 2016-3519, with the Office of the Recorder of Franklin County, New York, between the parties.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74 as Parcel Nos. 74-2-7.1 and 74-3-5.1 and 74-3-5.3, which said lands are contained in a *Warranty Deed with Lien Covenants* given by Three L. Farm to Anne L. Tracy, dated February 27, 2014 and recorded on February 28, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-1016, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING FROM PARCEL NO. 74-2-7.1:

A 100 yard radius around the following point:
44°54'46.52"N, 74° 5'54.733"W;

74.-2-1.300 – Trainer Real Estate LLC, a limited liability company - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated December 30, 2015, as evidenced by a Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated December 30, 2015, by and between Trainer Real Estate LLC, a New York limited liability company and Jericho Rise Wind Farm

LLC, a Delaware limited liability company, recorded on February 24, 2016, as Instrument No. 2016-948 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74 as Parcel No. 74.-2-1.3, which said land is contained in a *Warranty Deed With Full Covenants* given by Del Malone and Marlene Malone to Trainer Real Estate, LLC, dated August 5, 2010 and recorded on August 6, 2010 in the Franklin County Clerk's Office as Instrument No. 2010-4161, to which reference is made for a more detailed description and incorporated herein.

103.-1-3 and 103.-1-4 – Walter Whalen a/k/a J. Whalen - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated October 24, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated October 24, 2008, by and between Walter Whalen, a/k/a Walter J. Whalen and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 20, 2008, as Instrument No. 2008-00004633, in Volume 990, at Page 1 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement with Grant of Easements dated May 31, 2011 between the parties, and as further amended by that certain Second Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016, as evidenced by a First Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 9, 2016 by and between the parties, recorded on September 2, 2016, as Instrument No. 2016-4302 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 103 as Parcel Nos. 103-1-3 and 103-1-4, which said land is contained in a: 1) *Warranty Deed* given by Hattie Healey to Walter Whalen, dated May 6, 1969 and recorded on May 27, 1969 in the Franklin County Clerk's Office in Book 443 of Deeds at page 1062; and in a 2) *Quit Claim Deed* given by Franklin County, State of New York, a Municipal corporation, to Walter J. Whalen, dated October 27, 1970 and recorded on October 27, 1970 in the Franklin County Clerk's Office in Book 458 of Deeds at page 334, **except** so much of the lands as conveyed by *Warranty Deed* given by Walter J. Whalen to R. Peter Heffering dated August 16, 1973 and recorded on August 16, 1973 in the Franklin County Clerk's Office in Book 464 of Deeds at page 127 and corrected by that *Warranty Deed* given by Walter J. Whalen to R. Peter Heffering dated September 22, 1975 and recorded on November 25, 1975 in the Franklin County Clerk's Office in Book 475 of Deeds at page 340; and in a 3) *Quit Claim Deed* given by Hattie Healey to Walter J. Whalen, dated February 14, 1972 and recorded on August 16, 1972 in the Franklin County Clerk's Office in Book 464 of Deeds at page 125, all of which reference is made for a more detailed description and incorporated herein.

74.-1-17 – William K. Wood and Brenda M. Whalen Wood, his wife - Leasehold estate and easements created by that certain unrecorded Wind Energy Lease and Agreement with Grant of Easements dated December 11, 2008, as evidenced by a Memorandum of Wind Energy Lease and Agreement dated December 11, 2008, by and between Hamilton F. Wood and William K. Wood, as joint tenants and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on April 22, 2009, as Instrument No. 2009-00001156, in Volume 998, at Page 89 with the Office of the Recorder of Franklin County, New York, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 19, 2011, and as further amended by that certain First Amendment to Memorandum of Wind Energy Lease and Agreement and Second Amendment to Wind Energy Lease and Agreement dated as of September 15, 2014, recorded on September 18, 2014 as Instrument No. 2014-4545 with the Office of the Recorder of Franklin County, New York, between the parties; as further amended by that certain Second Amendment to Memorandum of Wind Energy Lease and Agreement and Third Amendment to Wind Energy Lease and Agreement dated as of April 5, 2016, recorded on April 12, 2016, as Instrument No. 2016-1768 with the Office of the Recorder of Franklin County, New York, and as further amended by that certain Fourth Amendment to Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016, as evidenced by a Third Amendment to Memorandum of Wind Energy Lease and Agreement with Grant of Easements dated August 19, 2016 by and between the parties, recorded on September 6, 2016, as Instrument No. 2016-4352 with the Office of the Recorder of Franklin County, New York.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Chateaugay, Franklin County, New York, designated on the Town of Chateaugay, Tax Map. No. **74**, as Parcel Number **74-1-17**, which said land is contained in a *Warranty Deed with Full Covenants* given by Hamilton F. Wood and William K. Wood to William K. Wood and Brenda M. Whalen Wood, his wife, dated November 30, 2009 and recorded on December 1, 2009 in the Franklin County Clerk's Office under Instrument No. 2009-4507, in the Franklin County Clerk's Office, to which reference is made for a more detailed description and incorporated herein.

Easement Parcel(s)

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Towns of Chateaugay and Bellmont, Franklin County, New York, bounded and described as follows:

88.-3-5.600 – John Carley, Jr. and Robin Carley, his wife - Easements created by that certain Collection and Distribution Line Easement dated October 2, 2015, by and between John Carley, Jr. and Robin Carley, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on November 5, 2015 as Instrument No. 2015-5564 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated October 2, 2015, as amended by that certain First Amendment to Collection and Distribution Line Easement dated March 21, 2016, recorded on April 1, 2016 as Instrument No. 2016-1586 with the Office of the Recorder of Franklin County, New York between the parties.

A One Hundred Fifty (150) foot strip of land out of the following:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 88 as Parcel No. 88.-3-5.600, which said land is contained in a *Warranty Deed with Lien Covenant* given by Bernard J. Campbell, Donald Lissemore and Brian Timperly as tenants in common to John E. Carley, Jr. and Robin Carley, his wife dated October 7, 1989 and recorded on October 10, 1989 in Franklin County Clerk's Office in Book 543 at page 844, to which reference is made for a more detailed description and incorporated herein.

SAVE AND EXCEPT THE FOLLOWING:

Area within a square described by the following coordinates:

44°52'44.04"N, 74° 6'50.82"W;
44°52'43.87"N, 74° 6'52.50"W;
44°52'38.98"N, 74° 6'52.50"W;
44°52'39.17"N, 74° 6'50.63"W.

102.-2-8.500 – David R. Edman - Easements created by that certain Collection and Distribution Line Easement dated October 2, 2015, by and between David R. Edman and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 29, 2008, as Instrument No. 2008-0004303, in Volume 988, at Page 127 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated August 13, 2008.

A seventy-five (75) foot strip of land out of the following:

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 102 as Parcel No. 102-2-8.5, which said land is contained in a *Warranty Deed with Lien Covenant* given by Edward J. Howard to David R. Edman, dated July 29, 1988 and recorded on August 19, 1988 in the Franklin County Clerk's Office in Book 537 of Deeds at page 303, to which reference is made for a more detailed description and incorporated herein;

74.-1-2.1; 74.-1-2.5; 74.-1-8.1; 74.-1-8.16 and 74.-1-8.17 - Warren Kingsley and Tina Kingsley, his wife - Easements created by that certain Collection and Distribution Line Easement dated December 2, 2015 by and between Warren Kingsley and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on February 25, 2016, as Instrument No. 2016-973 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated December 2, 2015.

A One Hundred Fifty (150) foot strip of land out of the following :

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 74 as Parcel No. 74.-1-2.100, which said land is contained in a *Quitclaim Deed (Individual)* given by Tina Kingsley to Warren Kingsley dated April 16, 2015 and recorded on April 17, 2015 in Franklin County Clerk's Office as Instrument Number 2015-1646, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated June 13, 2008 by and between Warren Kingsley and Tina Kingsley, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 17, 2008 as Instrument No. 2008-00002732, in Volume 980, at Page 243 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Waiver of Setback Requirement and Grant of Easements Letter Agreement dated June 13, 2008

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel Numbers 74.-1-2.1 and 74.-1-2.5, which said land is contained in a *Warranty Deed with Lien Covenant* given by Warren Kingsley to Warren Kingsley and Tina Kingsley, his wife, dated April 22, 1998 and recorded on April 22, 1998 in the Franklin County Clerk's Office in Liber 695 of Deeds at page 178 to which reference is made for a more detailed description and incorporated herein.

AND

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel No. 74.-1-8.160, which said land is contained in a *Warranty Deed with Lien Covenant* given by Cersosimo Industries, Inc. to Warren Kingsley and Tina Kingsley, his wife, dated September 7, 2000 and recorded on October 4, 2000 in the Franklin County Clerk's Office in Liber 759 of Deeds at page 313 to which reference is made for a more detailed description and incorporated herein.

AND

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel Numbers 74.-1-8.170 and 74.-1-8.100, which said land is contained in a *Warranty Deed with Lien Covenant* given by Cersosimo Industries, Inc. to Warren Kingsley and Tina Kingsley, his wife, dated December 4, 2002 and recorded on December 19, 2002 in the Franklin County Clerk's Office in Liber 819 of Deeds at page 141 to which reference is made for a more detailed description and incorporated herein.

102.-2-6 and 102.-4-3.1 – Dwight Rogers a/k/a Dwight D. Rogers - Easements created by that certain Collection and Distribution Line Easement dated September 10, 2015, by and between Dwight Rogers, a/k/a Dwight D. Rogers and Jericho Rise Wind Farm LLC, a Delaware limited liability company, recorded on October 6, 2015, as Instrument No. 2015-4950 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated September 10, 2015.

A One Hundred Fifty (150) foot strip of land out of the following:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, and State of New York designated on the Town of Chateaugay, Tax Map Section No. 102 as Parcel No. 102.2.2.100 and Parcel No. 102.2.9.300, which said land is contained in a *Quitclaim Deed* given by Dawn Rogers to Dwight Rogers dated August 10, 2015 and recorded on August 13, 2015 in Franklin County Clerk's Office as Instrument No. 2015-3846, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated April 21, 2009 by and between Dwight D. Rogers and Dawn M. Rogers and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on June 19, 2009 as Instrument No. 2009-00001993 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Waiver of Setback Requirement and Grant of Easements Letter Agreement dated April 21, 2009, as Amended by that certain Amendment to Agreement for Waiver of Setback Requirement and Grant of Easements dated September 11, 2015 by and between Dwight D. Rogers and Dawn M. Rogers, as Assignor and Dwight D. Rogers, as Assignee, recorded on February 24, 2016 as Instrument No. 2016-962 with the Office of the Recorder of Franklin County, New York.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, and State of New York designated on the Town of Chateaugay, Tax Map Section No. 102 as Parcel No. 102.2.2.100 and Parcel No. 102.2.9.300, which said land is contained in a Quitclaim Deed given by Dawn Rogers to Dwight Rogers dated August 10, 2015 and recorded on August 13, 2015 in Franklin County Clerk's Office as Instrument No. 2015-3846, to which reference is made for a more detailed description and incorporated herein.

102.-2-9.400 – Marilyn Ann Sweet - Easements created by that certain Collection and Distribution Line Easement dated January 28, 2016 by and between Theodore R. Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on March 4, 2016, as Instrument No. 2016-1124 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Collection and Distribution Line Easement Letter Agreement dated January 28, 2016, as assumed by that certain Assumption to Collection and Distribution Line Easement dated July 18, 2016 by and between Marilyn Ann Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 21, 2016, as Instrument No. 2016-3532 with the Office of the Recorder of Franklin County, New York.

A One Hundred Fifty (150) foot strip of land out of the following:

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay, Tax Map Section No. 102 as Parcel No. 102.-2-9.400, which said land is contained in a *Warranty Deed with Lien Covenant* given by Richard T. Sweet and Elsie B. Sweet, his wife to Theodore R. Sweet dated February 23, 2000 and recorded on February 25, 2000 in Franklin County Clerk's Office in Liber 743 at Page 346, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 8, 2008 by and between Theodore R. Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on August 28, 2008, as Instrument No. 2008-00003391, in Volume 983, at Page 267 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated August 8, 2008, as assumed by that certain. Assumption to Agreement for Waiver of Setback Requirement and Grant of Easements dated July 18, 2016 by and between Marilyn Ann Sweet and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 22, 2016, as Instrument No. 2016-3562 with the Office of the Recorder of Franklin County, New York

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 102 as Parcel No. 102.-2-9.400, which said land is contained in *Warranty Deed with Lien Covenant* given by Theodore R. Sweet to Theodore R. Sweet and Marilyn Ann Sweet, Husband and Wife dated May 15, 2016 and recorded on May 16, 2016 in the Franklin County Clerk's Office under Instrument No. 2016-2311 to which reference is made for a more detailed description and incorporated herein.

74.-1-8.900 – Kelly Bracy - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated March 12, 2009 by and between Kelly Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 21, 2009 as Instrument No. 2009-00001142, in Volume 998, at Page 16 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated January 8, 2009.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel No. 74.-1-8.900, which said land is contained in a *Warranty Deed with Assumption* given by Trevor Dibble to Kelly Bracy, dated October 3, 2000 and recorded on October 13, 2000 in the Franklin County Clerk's Office in Book 760 of Deeds at page 168 to which reference is made for a more detailed description and incorporated herein.

74.-3-12 – Robert Bracy a/k/a Robert B. Bracey, a/k/a Robert B. Bracy, a/k/a R. Robert Bracy - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 25, 2015 by and between Robert Bracy and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on September 9, 2016 as Instrument No. 2016-4398 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated September 25, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74 as Parcel No. 74.-3-12, which said land is contained in a *Warranty Deed with Lien Covenant* given by Parnphile Rodrique, dated May 6, 1978 and recorded on November 20, 1978 in the Franklin County Clerk's Office in Liber 490, Page 509, to which reference is made for a more detailed description and incorporated herein.

88.-4-2.300 – Jay D. Cook and Carrie A. Cook, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated July 30, 2008 and between Jay D. Cook and Carrie A. Cook, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on August 19, 2008 as Instrument No. 2008-00003251 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated May 21, 2008.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 88, as Parcel No. 88.-4-2.300, which said land is contained in a *Deed with Full Covenants* given by Arlend Cook and Judith Cook, his wife, to Jay D. Cook and Carrie A. Cook, his wife, dated January 16, 1997 and recorded on January 23, 1997 in the Franklin County Clerk's Office in Liber 667 of Deeds at page 243 to which reference is made for a more detailed description and incorporated herein.

74.-1-8.700 - Donald Dora and Nancy I. Dora f/k/a Nancy I. Dumont, as joint tenants with rights of survivorship - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated June 19, 2008 by and between Donald Dora and Nancy I. Dora, f/k/a Nancy I. Dumont, as joint tenants with rights of survivorship

and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 17, 2008 as Instrument No. 2008-00002733, in Volume 980, at Page 260 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated May 20, 2008.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 74, as Parcel No. 74.-1-8.700, which said land is contained in a *Warranty Deed with Lien Covenant* given by Cersosimo Lumber Company, Inc., a Vermont corporation to Donald Dora and Nancy I. Dumont, dated March 21, 1995 and recorded on March 31, 1995 in the Franklin County Clerk's Office in Liber 626 of Deeds at page 262 to which reference is made for a more detailed description and incorporated herein.

102.-4-9.300 – Anne E. Helm - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 7, 2015 by and between Anne E. Helm and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 16, 2015 as Instrument No. 2015-5147 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated October 7, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-9.300, which said land is contained in a *Warranty Deed with Lien Covenant* given by Sharon A. Miner, individually and as surviving tenant by the entirety with Anthony J. Miner, deceased, to Anne E. Helm, dated October 12, 2000 and recorded on October 27, 2000 in the Franklin County Clerk's Office in Deed Book 761, Page 158, to which reference is made for a more detailed description and incorporated herein.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-9.100, which said land is contained in a *Warranty Deed with Lien Covenant* given by Sharon A. Miner, individually and as surviving tenant by the entirety with Anthony J. Miner, deceased, to David E. Helm and Janice C. Helm, his wife, dated November 8, 2000 and recorded on November 8, 2000 in the Franklin County Clerk's Office in Deed Book 762, Page 80, to which reference is made for a more detailed description and incorporated herein.

102.-4-9.100 – David E. Helm and Janice C. Helm, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 7, 2015 by and between David E. Helm and Janice C. Helm, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 16, 2015 as Instrument No. 2015-5148 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter

Agreement dated October 7, 2015.

74.-2-1.200 – Francis L. Helm - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated March 3, 2016 by and between Francis L. Helm and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 1, 2016, as Instrument No. 2016-1585 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated March 3, 2016.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 74 as Parcel No. 74.-2-1.200 which said land is contained in a *Warranty Deed with Lien Covenant* given by Del Malone and Marlene Malone dated February 23, 2011 and recorded on February 25, 2011 in the Franklin County Clerk's Office as Instrument No. 2011-1056 to which reference is made for a more detailed description and incorporated herein.

102.-4-10.100 – Kevin Kennedy - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 13, 2015 by and between Kevin Kennedy and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on July 20, 2016 as Instrument No. 2016-3513 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated October 13, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 102 as Parcel No. 102.-4-10.100, which said land is contained in a *Warranty Deed with Lien Covenant* given by Russell T. Kennedy and Madeline G. Wilmot to Kevin Kennedy, dated August 20, 1999 and recorded on August 23, 1999 in the Franklin County Clerk's Office in Liber 730, Page 296, to which reference is made for a more detailed description and incorporated herein.

103.-2-14.200 – Judy A. King - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 11, 2008 and between Judy A. King and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on August 28, 2008 as Instrument No. 2008-0003390 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated July 18, 2008.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 103, as Parcel No. 103.-2-14.2, which said land is contained in a *Deed with Full Covenants* given by Richard L. King and Joyce M. King, his wife, to Judy A. King dated January 16, 2007 and recorded on January 19, 2007 in the Franklin County Clerk's Office in Volume 937 at Page 23, to which reference is made for a more detailed description and incorporated herein.

102.-4-12.200 – Scott King and Katherine King, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated February 23, 2009 by and between Scott King and Katherine King, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 22, 2009 as Instrument No. 2009-00001152, in Volume 998, at Page 49 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated February 23, 2009.

All that certain tract of land situated in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 102 as Parcel No. 102.-4-12.200, which said land is contained in a *Warranty Deed with Lien Covenant* given by William Kind, a/k/a William King and Nancy King, his wife, to Scott King and Katherine King, his wife, dated May 12, 1999 and recorded on May 12, 1999 in the Franklin County Clerk's Office in Liber 722 of Deeds at page 260 to which reference is made for a more detailed description and incorporated herein.

88.-4-5.200 – Michele L. LaBare - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 22, 2015 by and between Michele L. LaBare and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on November 24, 2015 as Instrument No. 2015-5947 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 22, 2015.

Easements created by that certain License for Road Improvements Letter Agreement dated March 21, 2016 by and between Michele L. LaBare and Jericho Rise Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 88 as Parcel No. 88.-4-5.2, which said land is contained in a *Warranty Deed with Lien Covenant* given by Larry L. LaBare and Judy LaBare, his wife, dated June 30, 2009 and recorded on June 21, 2012 in the Franklin County Clerk's Office as Instrument No. 2012-3279, to which reference is made for a more detailed description and incorporated herein.

103.-1.5 – Ronald S. Labounty - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 10, 2015 by and between Ronald S. Labounty and Jericho Rise Wind Farm LLC, a Delaware limited liability company

recorded on November 24, 2015 as Instrument No. 2015-5944 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 10, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 103 as Parcel No. 103.-1-5, which said land is contained in a *Deed-Full Covenant with Lien Covenant* given by David H. Dunn, to Ronald S. Labounty and Alma H. Labounty his wife, as Tenants by The Entirety, dated October 24, 1978 and recorded on October 25, 1978 in the Franklin County Clerk's Office in Liber 490, Page 023, to which reference is made for a more detailed description and incorporated herein.

102.-4-9.2 – Daniel W. LaClair and Angelica LaClair - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated December 30, 2015 by and between Daniel W. LeClair and Angelica LeClair and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on January 21, 2016 as Instrument No. 2016-365 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated December 30, 2015.

All that certain tract of land situate in the Town of Belmont, Franklin County, State of New York designated on the Town of Belmont Tax Map Section No. 102 as Parcel No. 102.-4-9.2, which said land is contained in a *Warranty Deed* given by Larry J. Laclair and Kathryn A. Laclair, to Daniel W. Laclair and Angelica L. Laclair dated March 19, 2014 and recorded on May 12, 2014 in the Franklin County Clerk's Office as Instrument No. 2014-2253 to which reference is made for a more detailed description and incorporated herein.

102.-2-6.200 – Kevin G. Legacy and Mary G. Legacy, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 22, 2015 by and between Kevin G. Legacy and Mary G. Legacy, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 1, 2015 as Instrument No. 2015-4835 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated September 22, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 102 as Parcel No. 102.-2-6.2, which said land is contained in a *Warranty Deed with Lien Covenant* given by Kevin G. Legacy and Mary G. Legacy, his wife, to Kevin Legacy and Mary Legacy dated September 4, 2009 and recorded on September 4, 2009 in the Franklin County Clerk's Office as Instrument Number 2009- 00003014, to which reference is made for a more detailed description and incorporated herein.

102.-2-1 – Linnell McCoy and Hannah McCoy, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated November 24, 2008 by and between Linnell McCoy and Hannah McCoy, his wife and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on April 22, 2009 as Instrument No. 2009- 00001157, in Volume 998, at Page 99 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated November 24, 2008.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section 102, as Parcel No. 102.-2-1, which said land is contained in a *Warranty Deed with Lien Covenant* given by Ralph Sakal and Beverly J. Sakal, his wife, to Linnell McCoy and Hannah McCoy, his wife, dated November 19, 1989 and recorded on December 21, 1989 in the Franklin County Clerk's Office in Liber 544 of Deeds at page 990 to which reference is made for a more detailed description and incorporated herein.

103.1-2.200 and 89.-1-10 – Gilbert R. Merrill and Connie Kay Merrill, his wife - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 13, 2015 by and between Gilbert R. Merrill and Connie Kay Merrill, a/k/a Connie K. Merrill, his wife, as tenants by the entirety and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 6, 2015, as Instrument No. 2015-4948 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated August 13, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No.89 as Parcel No. 89.-1-10, which said land is contained in a *Quit Claim Deed* given by Millard R. Merrill and Barbara A. Merrill, his wife, to Gilbert R. Merrill and Connie Kay Merrill, his wife, dated July 30, 2002 and recorded on July 31, 2002 in the Franklin County Clerk's Office in Liber 807, Page 288, to which reference is made for a more detailed description and incorporated herein.

Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 14, 2015 by and between Gilbert R. Merrill and Connie Kay Merrill, a/k/a Connie K. Merrill, his wife, as tenants by the entirety and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on February 25, 2016, as Instrument No. 2016-963 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain unrecorded Setback Waiver and Grant of Easements Letter Agreement dated October 14, 2015.

All that certain tract of land situated in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 103 as Parcel No. 103.-1-2.200, which said land is contained in a *Warranty Deed with Lien Covenant* given by Gilbert Merrill to Gilbert Merrill and Connie K. Merrill, his wife, as tenants by the entirety, dated March 25, 1992 and recorded on March 25, 1992 in the Franklin County Clerk's Office in Liber 571, Page 294, to which reference is made for a more detailed description and incorporated herein.

103.-1-1 – Erasmo Nardone - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 30, 2015 by and between Erasmo Nardone and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on recorded on July 21, 2016, as Instrument No. 2016-3521, with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 30, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No. 103 as Parcel No. 103.-1-1, which said land is contained in a *Warranty Deed with Lien Covenant* given by Kevin G. Legacy and Mary G. Legacy, dated March 21, 1997 and recorded on March 21, 1997 in the Franklin County Clerk's Office in Liber 670, Page 270, to which reference is made for a more detailed description and incorporated herein.

74.-1-2.200 - Norman V. Parent and Eric T. Parent, as joint tenants with right of survivorship - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated August 20, 2015 by and between Norman V. Parent and Eric T. Parent and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on October 6, 2015, as Instrument No. 2015-4947 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated August 20, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No. 74 as Parcel No. 74.-1-2.200, which said land is contained in a *Bargain and Sale Deed with Covenant Against Grantor's Acts* given by Kevin J. O'Neill and Hugh Fayette, to Norman V. Parent and Eric T. Parent, as joint tenants with right of survivorship, dated May 27, 2011 and recorded on May 31, 2011 in the Franklin County Clerk's Office as Instrument Number 2011-2658, to which reference is made for a more detailed description and incorporated herein.

102.-4-10.200 – Jeffrey A. Russo - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated October 13, 2015 by and between Jeffrey A. Russo and Jericho Rise Wind Farm LLC, a Delaware limited liability company

recorded on February 24, 2016 as Instrument No. 2016-954 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated October 13, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-10.200, which said land is contained in a *N.Y. Deed - Warranty* given by Elia E. Peressinotto, and James Jacobs, to Jeffrey A. Russo dated April 5, 1978 and recorded on May 24, 1978 in the Franklin County Clerk's Office in Liber 487 of Deeds at Page 492, to which reference is made for a more detailed description and incorporated herein.

60.-3-1 – Vance M. Smith - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 10, 2015 by and between Vance Smith and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on November 5, 2015, as Instrument No. 2015-5558 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 10, 2015.

All that certain tract of land situate in the Town of Chateaugay, Franklin County, State of New York designated on the Town of Chateaugay Tax Map Section No.60 as Parcel No. 60.-3-1, which said land is contained in a *Warranty Deed* given by Sheridan H. O'Connor, Sedrick J. O'Connor, Jennifer A.E. O'Connor, Caroline M. O'Connor, Sacha M. Rafferty, Britney E. Smith, Warren R. O'Connor, Savanna G. O'Connor, Robert O'Connor, and Elaine O'Connor to Vance Smith, dated August 31, 2012 and recorded on November 26, 2012 in the Franklin County Clerk's Office as Instrument No. 2012-6199, to which reference is made for a more detailed description and incorporated herein.

102.-4-11 – Sandra M. Titus - Easements created by that certain Agreement for Waiver of Setback Requirement and Grant of Easements dated September 9, 2015 by and between Sandra M. Titus and Jericho Rise Wind Farm LLC, a Delaware limited liability company recorded on November 5, 2015, as Instrument No. 2015-5566 with the Office of the Recorder of Franklin County, New York, as supplemented by that certain Waiver of Setback Requirement and Grant of Easements Letter Agreement dated September 9, 2015.

All that certain tract of land situate in the Town of Bellmont, Franklin County, State of New York designated on the Town of Bellmont Tax Map Section No.102 as Parcel No. 102.-4-11, which said land is contained in a *Warranty Deed with Lien Covenant* given by Sam Khoudary and Jo Ann Khoudary, his wife, to Richard A. Titus and Sandra M. Titus, his wife, dated April 5, 1995 and recorded on April 28, 1995 in the Franklin County Clerk's Office in Liber 628, Page 166, to which reference is made for a more detailed description and incorporated herein.



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other IDA	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) County of Franklin Industrial Development Agency Mailing address 10 Elm Street, Suite 2 City State ZIP code Malone NY 12953 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 14-1596042 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) Jericho Rise Wind Farm LLC Mailing address 808 Travis Street, Suite 800 City State ZIP code Houston TX 77002 Single member's name if grantee is a single member LLC (see instructions) EDP Renewables North America LLC	Social security number Social security number Federal EIN 20-3172505 Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
See Exhibit A attached		See Exhibit A attached	See Exhibit A attached	Franklin

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input checked="" type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="border: 1px solid black; width: 100%;"> <tr> <td style="width: 33%; text-align: center;">10</td> <td style="width: 33%; text-align: center;">20</td> <td style="width: 33%; text-align: center;">2016</td> </tr> <tr> <td style="text-align: center; font-size: small;">month</td> <td style="text-align: center; font-size: small;">day</td> <td style="text-align: center; font-size: small;">year</td> </tr> </table>	10	20	2016	month	day	year	Percentage of real property conveyed which is residential real property <u>0.00</u> % (see instructions)
10	20	2016							
month	day	year							

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %) c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) d. <input type="checkbox"/> Conveyance to cooperative housing corporation e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) h. <input type="checkbox"/> Conveyance of cooperative apartment(s) i. <input type="checkbox"/> Syndication j. <input type="checkbox"/> Conveyance of air rights or development rights k. <input type="checkbox"/> Contract assignment	l. <input type="checkbox"/> Option assignment or surrender m. <input type="checkbox"/> Leasehold assignment or surrender n. <input checked="" type="checkbox"/> Leasehold grant o. <input type="checkbox"/> Conveyance of an easement p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state r. <input type="checkbox"/> Conveyance pursuant to divorce or separation s. <input checked="" type="checkbox"/> Other (describe) IDA transaction
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For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☒

IDA straight-lease transaction

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C -- Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)


1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	CHAIRMAN _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: (check the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title

Gabriel Alonso Imaz
Chief Executive Officer

Grantor signature_____
Title_____
Grantee signature

Bernardo Goarmon
Executive Vice President, Finance

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-1.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

EXHIBIT A

LOCATION AND DESCRIPTION OF PROPERTY CONVEYED

Pursuant to that certain lease agreement (the "*Lease to Agency*"), dated as of October 20, 2016, by and between Jericho Rise Wind Farm LLC (the "*Company*"), as lessor, and the County of Franklin Industrial Development Agency (the "*Agency*"), as lessee, the Agency acquired a leasehold interest in the Company's leasehold, easement, and fee simple interests in the parcels listed below (the "*Land*"), and pursuant to that certain lease agreement (the "*Lease Agreement*"), dated as of October 20, 2016, by and between the Agency, as lessor, and the Company, as lessee, the Agency subleased the Land to the Company. The table below sets forth information regarding the parcels in which a leasehold interest was conveyed.

Town	Tax Parcel Number	School District	Owner of Underlying Land	Company Real Property Interest	Instrument Recorded	Document Number
Chateaugay	88.-3-2.100	Chateaugay Central School District	Jericho Rise Wind Farm, LLC, a Delaware limited liability company	Fee Parcel	November 27, 2007	2007-00005773
Chateaugay	88.-5-5 88.-5-6	Chateaugay Central School District	Elsa Beth Berenberg and Bruce A. Martell	Leasehold estate and easements	September 10, 2008	V. 984, P. 224
Chateaugay	102.-2-2.200 88.-5-2 88 5-7.200	Chateaugay Central School District	Bilow Farms Realty, LLC, a New York limited liability company	Leasehold estate and easements	October 16, 2015	2015-5149
Chateaugay	88.-5-8.4 89.-1-13 89.-1-14	Chateaugay Central School District	Bilow Farms Realty, LLC a New York limited liability company	Leasehold estate and easements	August 7, 2008	2008-00003043
Chateaugay	60.-3-5.300	Chateaugay Central School District	Bilow Realty Holdings, LLC, a New York limited liability company	Leasehold estate and easements	November 4, 2015	2015-5501
Chateaugay	88.-4-1.300 88.-4-2.100	Chateaugay Central School District	Bilow Realty Holdings, LLC, a New York limited liability company	Leasehold estate and easements	April 22, 2009	2009-00001161
Chateaugay	103.-1-6 74.-3-13 74.-3-15 74.-3-16.100 74.-3-17 74.-3-18 74.-3-19 88.-4-8	Chateaugay Central School District	Kevin Bracy and Robert Bracy	Leasehold estate and easements	September 10, 2008	2008-00003563
Chateaugay	88.-4-6 89.-1-17	Chateaugay Central School District	Bunjo LLC, a Limited Liability Company	Leasehold estate and easements	October 6, 2015	2015-4949

Town	Tax Parcel Number	School District	Owner of Underlying Land	Company Real Property Interest	Instrument Recorded	Document Number
Chateaugay	89.-1-12	Chateaugay Central School District	Harold G. Cook and Janice Cook	Leasehold estate and easements	August 28, 2008	2008-00003393
Chateaugay	88.-4-2.300	Chateaugay Central School District	Jay D. Cook and Carrie A. Cook	Leasehold estate and easements	March 1, 2016	2016-1062
Chateaugay	88.-4-12	Chateaugay Central School District	Jay D. Cook and Carrie A. Cook Scott D. Beach and Janet Beach	Leasehold estate and easements	March 1, 2016	2016-1061
Chateaugay	88.-4-10 88.-4-11.100 88.-4-7.100 88.-5-8.100	Chateaugay Central School District	Lyle Cook and Phyllis Cook	Leasehold estate and easements	December 11, 2008	2008-00004884
Chateaugay	74.-3-22.500	Chateaugay Central School District	Donald R. Covey and Dorothy Covey	Leasehold estate and easements	April 22, 2009	2009-00001158
Chateaugay	74.-3-22.400	Chateaugay Central School District	Donald W. Covey and Patricia A. Covey	Leasehold estate and easements	April 22, 2009	2009-00001160
Bellmont	103.-2-13.100	Chateaugay Central School District	Scott E. Croteau and Patricia M. Croteau	Leasehold estate and easements	October 29, 2008	2008-00004300
Chateaugay	74.-3-20	Chateaugay Central School District	Wallace Dumont and Tammy M. Dumont	Leasehold estate and easements	November 5, 2015	2015-5557
Chateaugay	102.-2-4 74.-1-4 74.-3-4	Chateaugay Central School District	Kenneth J. Green and Rosemary E. Green	Leasehold estate and easements	August 28, 2008	2008-00003394
Chateaugay	88.-4-13 88.-4-15	Chateaugay Central School District	Richard L. Hall	Leasehold estate and easements	October 29, 2008	2008-00004302
Bellmont	103.-2-16	Chateaugay Central School District	Donna M. Hitchcock and Diana Smith	Leasehold estate and easements	June 2, 2009	2009-00001763
Bellmont	102.-4-14	Chateaugay Central School District	Jeffrey W. King and Glenda J. King	Leasehold estate and easements	June 2, 2009	2009-00001764
Bellmont	103.-2-14.200	Chateaugay Central School District	Judy A. King	Leasehold estate and easements	December 3, 2015	2015-6095
Bellmont	103.-2-14.1 103.-2-14.3	Chateaugay Central School District	Richard L. King and Joyce M. King	Leasehold estate and easements	August 19, 2008	2008-0003247
Bellmont	102.-4-12.100 102.-4-15.100	Chateaugay Central School District	William G. King and Nancy L. King	Leasehold estate and easements	August 19, 2008	2008-00003248
Chateaugay	88.-4-4	Chateaugay Central School District	Larry L. LaBare and Judy LaBare	Leasehold estate and easements	August 28, 2008	2008-00003392
Chateaugay	102.-7.100	Chateaugay	Jerry R. Legacy	Leasehold	June 17, 2015	2015-2747

Town	Tax Parcel Number	School District	Owner of Underlying Land	Company Real Property Interest	Instrument Recorded	Document Number
	102.-2-9.100 102.-4-7 102.4-8.100	Central School District		estate and easements		
Chateaugay	102.-2-5.200 102.-2-6.100 102.-2-6.200	Chateaugay Central School District	Kevin G. Legacy and Mary G. Legacy	Leasehold estate and easements	May 29, 2015	2015-2376
Chateaugay	89.-1-11.1 103.-1-2.1	Chateaugay Central School District	Gilbert R. Merrill and Connie Kay Merrill	Leasehold estate and easements	August 28, 2008	2008-00003384
Chateaugay	74.-1-14.1 74.-1-15	Chateaugay Central School District	Patrick C. O'Connor	Leasehold estate and easements	August 19, 2008	2008-00003250
Chateaugay	60.-3-2	Chateaugay Central School District	Robert O'Connor Elaine O'Connor Sheridan H. O'Connor Sedrick O'Connor Jennifer A. E. O'Connor Caroline M. O'Connor Sacha O'Connor Britney E. O'Connor Warren R. O'Connor Savanna G. O'Connor	Leasehold estate and easements	July 19, 2006	2016-3492
Chateaugay	88.-4-3.2	Chateaugay Central School District	Michael E. Simpson Stefani A. Simpson	Leasehold estate and easements	April 22, 2009	2009-00001155
Chateaugay	102.-2-8.400	Chateaugay Central School District	Felix Tam and Mary Volkman	Leasehold estate and easements	August 26, 2009	2009-00002883
Chateaugay	74.-1-16.1 74.-1-16.2	Chateaugay Central School District	Romeo R. Thibault Monica L. Thibault	Leasehold estate and easements	August 28, 2008	2008-00003387
Chateaugay	74.-2-7.3 74.-2-7.4 74.-3-5.2	Chateaugay Central School District	Three L Farm, a partnership	Leasehold estate and easements	February 24, 2016	2016-961
Bellmont	103.-2-5.100	Chateaugay Central School District	Harley Titus and Sylvia Titus	Leasehold estate and easements	October 29, 2008	2008-00004301
Bellmont	103.-2-1 103.-2-2 103.-2-3 103.-2-18.1 103.-2-19.2	Chateaugay Central School District	Marvin R. Titus and Tammy Titus	Leasehold estate and easements	August 28, 2008	2008-00003389 and 2008-00003388
Chateaugay	74.-2-7.1 74.-3.5.1 74.-3-5.3	Chateaugay Central School District	Anne L. Tracy and Richard F. Tracy	Leasehold estate and easements	July 19, 2016	2016-3490
Chateaugay	74.-2-1.300	Chateaugay Central School District	Trainer Real Estate LLC, a limited liability company	Leasehold estate and easements	February 24, 2016	2016-948

Town	Tax Parcel Number	School District	Owner of Underlying Land	Company Real Property Interest	Instrument Recorded	Document Number
Chateaugay	103.-1-3 103.-1-4	Chateaugay Central School District	Walter J. Whalen	Leasehold estate and easements	November 20, 2008	2008-00004633
Chateaugay	74.-1-17	Chateaugay Central School District	William K. Wood and Brenda M. Whalen Wood	Leasehold estate and easements	April 22, 2009	2009-00001156
Chateaugay	88.-3-5.600	Chateaugay Central School District	John E. Carley, Jr. and Robin Carley	Easement	November 5, 2015	2015-5564
Chateaugay	102.-2-8.500	Chateaugay Central School District	David R. Edman	Easement	October 29, 2008	2008-00004303
Chateaugay	74.-1-2.1 74.-1-2.5 74.-1-8.1 74.-1-8.16 74.-1-8.17	Chateaugay Central School District	Warren Kingsley and Tina Kingsley	Easement	February 25, 2016 & July 17, 2008	2016-973 2008-00002732
Chateaugay	102.-2-6 102.-4-3.1	Chateaugay Central School District	Dwight Rogers	Easement	October 6, 2015 & June 19, 2009	2015-4950 2009-00001993
Chateaugay	102.-2-9.400	Chateaugay Central School District	Marilyn Ann Sweet	Easement	March 4, 2016 & August 28, 2008	2016-1124 2008-00003391
Chateaugay	74.-1-8.900	Chateaugay Central School District	Kelly Bracy	Easement	April 21, 2009	2009-00001142
Chateaugay	88.-4-2.300	Chateaugay Central School District	Jay D. Cook and Carrie A. Cook	Easement	August 19, 2008	2008-00003251
Chateaugay	74.-1-8.700	Chateaugay Central School District	Donald Dora and Nancy I. Dora	Easement	July 17, 2008	2008-00002733
Bellmont	102.-4-9.300	Chateaugay Central School District	Anne E. Helm	Easement	October 16, 2015	2015-5147
Bellmont	102.-4-9.100	Chateaugay Central School District	David E. Helm and Janice C. Helm	Easement	October 16, 2015	2015-5148
Chateaugay	74.-2-1.200	Chateaugay Central School District	Francis L. Helm	Easement	April 1, 2016	2016-1585
Bellmont	102.-4-10.100	Chateaugay Central School District	Kevin Kennedy	Easement	July 20, 2016	2016-3513
Bellmont	103.-2-14.200	Chateaugay Central School District	Judy A. King	Easement	August 28, 2008	2008-00003390
Bellmont	102.-4-12.200	Chateaugay Central School District	Scott and Katherine King	Easement	April 22, 2009	2009-00001152

Town	Tax Parcel Number	School District	Owner of Underlying Land	Company Real Property Interest	Instrument Recorded	Document Number
Chateaugay	88.-4-5.200	Chateaugay Central School District	Michele L. LaBare	Easement	November 24, 2015	2015-5947
Chateaugay	103.-1.5	Chateaugay Central School District	Ronald S. LaBounty	Easement	November 24, 2015	2015-5944
Bellmont	102.-4-9.2	Chateaugay Central School District	Daniel and Angelica LaClair	Easement	January 21, 2016	2016-365
Chateaugay	102.-2-6.200	Chateaugay Central School District	Kevin G. and Mary G. Legacy	Easement	October 1, 2015	2015-4835
Chateaugay	102.-2-1	Chateaugay Central School District	Linnell and Hannah McCoy	Easement	April 22, 2009	2009-00001157
Chateaugay	103.1-2.200 89.-1-10	Chateaugay Central School District	Gilbert R. and Connie Kay Merrill	Easement	October 6, 2015 and February 25, 2016	2015-4948 2016-963
Chateaugay	103.-1-1	Chateaugay Central School District	Erasmo Nardone	Easement	July 21, 2016	2016-3521
Bellmont	74.-1-2.200	Chateaugay Central School District	Norman V. Parent and Eric T. Parent	Easement	October 6, 2015	2015-4947
Bellmont	102.-4-10.200	Chateaugay Central School District	Jeffrey A. Russo	Easement	February 24, 2016	2016-954
Chateaugay	60.-3-1	Chateaugay Central School District	Vance M. Smith	Easement	November 5, 2015	2015-5558
Bellmont	102.-4-11	Chateaugay Central School District	Sandra M. Titus	Easement	November 5, 2015	2015-5566
Bellmont	74.-3-12	Chateaugay Central School District	Robert Bracy	Easement	September 9, 2016	2016-4398