

## EXECUTION VERSION

### AGENT AGREEMENT

This AGENT AGREEMENT, made as of the 26 day of April, 2016 (this "Agent Agreement"), is by and between the COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its offices at 10 Elm Street, Suite 2, Malone, New York 12953 (the "Agency") 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").

#### 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;

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 and the inhabitants thereof;

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;

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 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

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 “SEORA 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, “SEORA”), by resolution adopted by members of the Agency on April 18, 2016 (the “SEORA 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 SEORA 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 SEORA with respect to the Project, (2) that the Lead Agency on February 19, 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 SEORA), 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 SEORA 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 SEORA Regulations, and (2) determined to proceed with the Project;

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

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) The Company is a limited liability company formed, existing and in good standing under the laws of the State of Delaware and is authorized to conduct its business under the laws of the State, has the authority to enter into this Agent Agreement and has duly authorized the execution and delivery of this Agent Agreement.

(b) Neither the execution and delivery of this Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of



this Agent Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Project Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Project Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agent Agreement.

(e) The Company covenants that its construction and ownership of the Project Facility will comply in all respects with all applicable environmental laws and regulations, and, except in compliance with such environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist at or as part of the Project Facility except in compliance with all applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances at or as part of the Project Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of at or as part of the Project Facility, (iv) that no underground storage tanks will be installed by the Company as part of the Project Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence with respect to the Company's construction or ownership of the Project Facility. The Company, upon receiving any information or notice contrary to the representations contained in this Section, shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its Chief Executive Officer, directors, members, officers, employees, agents (except the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. Notwithstanding the foregoing, the Company makes no representation or warranty regarding the foregoing with respect to the existing environmental condition of the Land, or the underlying landowners' past or future use and occupancy thereof (other than with respect to Land owned by the Company).

(f) The Company covenants and agrees to observe and comply with the terms and conditions of the Sales Tax Exemption Letter (hereinafter defined).

2. 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 Form ST-60 (hereinafter defined) 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").

(e) The right of the Company and Indirect Agents to act as agent of the Agency shall expire on **June 30, 2017**, unless extended by the Agency in its sole discretion or earlier terminated pursuant to the terms hereof.

### 3. Sales and Use Tax Exemption.

(a) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales taxes and use 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 or use 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 and use taxes that would otherwise be applicable to the Project.

(b) Any exemption from the payment of sales or use taxes resulting from the involvement of the Agency with the Project shall be limited to rentals and purchases of services and personal property utilized by the Company and Indirect Agents to acquire, construct, install, or equip the Project Facility or to be incorporated within the Project Facility. No other rentals or purchases of services or property shall be subject to an exemption from the payment of sales or use tax.

(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) Concurrently with the execution of this Agent Agreement, the Agency shall execute and deliver the sales tax exemption letter, dated as of the date hereof, in the form attached as Exhibit A hereto (the “Sales Tax Exemption Letter”). The Agency, at the sole cost and expense the Company, shall also execute such other authorizations, letters and documents (and such amendments to the Sales Tax Exemption Letter) as may be reasonably necessary to permit the Company to obtain the intended benefits hereunder. Subject to the terms of this Agent Agreement, it is intended that the aggregate scope of the sales and use tax benefits received by the Company pursuant to this Agent Agreement and the Sales Tax Exemption Letter shall be limited in both duration and amount as follows:

(i) The Sales Tax Exemption Letter shall be effective for a term commencing on its date and expiring upon the earliest of (i) June 30, 2017, (ii) the receipt by the Company of

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the of the Maximum Sales Tax Benefit, or (iii) the termination of the Agent Agreement and/or revocation of the appointment of the Company as agent of the Agency.

(ii) The Sales Tax Exemption Letter shall automatically be suspended after notice to the Company that the Company is in default under this Agent Agreement until the Company pays any amounts due, and performs all of its obligations, with respect to any such default.

(e) 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 Agent Agreement.

(f) 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 Agent 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 6 of this Agent Agreement.

(g) In accordance with the Resolution, the Sales Tax Exemption shall not exceed \$100,000 until such time as a public hearing is held by the Agency.

4. Books and Records. Upon request by the Agency of, and reasonable notice to, the Company, the Company shall make available at reasonable times to the Agency all such books and records of the Company and require all appropriate officers and employees of the Company to respond to reasonable inquiries by the Agency as shall be necessary to indicate in detail those costs to which the Company or Indirect Agent shall have utilized the Sales Tax Exemption Letter and the dates and amounts so utilized.

5. Reporting.

(a) The Agency agrees to file or cause to be filed within thirty (30) days of the date hereof with the New York State Department of Taxation and Finance, a New York State Department of Taxation and Finance Form ST-60 (IDA Appointment of Project Operator or Agent for Sales Tax Purposes) (the "Thirty-Day Sales Tax Report" or "Form ST-60") for the Company. The Company agrees to assist the Agency in filing such Thirty-Day Sales Tax Report. 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.

(b) 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)) (the "Annual Sales Tax Report" or "Form ST-340"). 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. The Company shall obtain from the New York State Department of Taxation and Finance the applicable version of such Annual Sales Tax Report.

(c) 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.

6. Recapture; Compliance with GML Section 875.

(a) Without limitation of any of the Agency's other rights under this Agent Agreement, in the event that the Company or any Indirect Agent shall utilize the sales or use tax exemption provided pursuant to this Agent 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 Agent Agreement, or (iv) in a manner that violates the provisions of this Agent 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 Agent 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 Agent 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 Agent 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 Form ST-340 filing.

7. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its Chief Executive Officer, directors, officers, members employees, agents (except the Company), representatives, successors and assigns harmless from and against any and all (i) liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or the Project Facility or arising by reason of or in connection therewith or breach by the Company of this Agent Agreement or (ii) liability arising from or expense incurred by the Agency's financing, rehabilitating, constructing, renovation, equipping, installing, and leasing of the Project Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents (except the Company) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified. The foregoing indemnities shall not apply to any 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.

8. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance 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 in respect thereto, including, but not necessarily limited to:

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(a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of \$5,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and 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.

9. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 8 shall name the Company, as insured, and the Agency, as an additional insured but only to the extent of the liabilities assumed by the Company under this Agent Agreement. All insurance 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 provide for (i) payment of the losses of the Company and the Agency as their respective interests may appear, and (ii) at least thirty (30) days prior written notice of the cancellation thereof to the Company. 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.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the Agency on the date hereof. Within thirty (30) days following the expiration of any policy of insurance, the Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agent Agreement.

10. Counterparts. This Agent Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

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11. Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, 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  
Attn: General Counsel  
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

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

12. Governing Law. This Agent Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of any federal or State courts located in Franklin County, New York.

13. Straight-Lease and PILOT Transactions. The parties are contemplating that, after any applicable public hearings, the Agency and the Company will negotiate and enter into a lease agreement between the Company, as lessor, and the Agency, as lessee, pursuant to which the Company conveys to the Agency a leasehold interest in and to the Project Facility ("Lease-to-Agency"), lease agreement between the Agency, as lessor, and the Company, as lessee, pursuant to which the Agency conveys to the Company a subleasehold interest in the Project Facility (the "Lease Agreement"), and payment-in-lieu-of-tax agreement ("PILOT Agreement"). The Company agrees not to take title to any real property as agent of the Agency until the Lease-to-Agency, the Lease Agreement, and the PILOT Agreement have been executed and delivered. The Lease Agreement will supersede this Agent Agreement.



14. Fees and Expenses.

(a) The Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for (i) legal services, including, without limitation, the fees and expenses of Norton Rose Fulbright US LLP in connection with the Project and this Agent Agreement, the Lease-to-Agency, the Lease Agreement, and the PILOT Agreement and the transaction contemplated thereby and (ii) a consultant for the cost/benefit analysis with respect to the Project and the financial assistance proposed in the Application retained by the Agency in connection with the Project; with all such charges to be paid by the Company within thirty (30) days of receipt of invoices therefore.

(b) The Company further covenants and agrees that the Company is liable for payment of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project. Notwithstanding anything in this Agent Agreement to the contrary, 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.

15. Company to Retain Managerial Control. The Agency has "jurisdiction, supervision, or control" (within the meaning of the Act) over the Project Facility solely for purposes of conferring financial assistance on the Project pursuant to the Act. The Agency's rights with respect to the Project Facility are limited to those created by the provisions of this Agent Agreement. Further, the Agency shall have no managerial, executive or participating rights with respect to the Project Facility, meaning, without limitation, that the Company shall have (A) 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 (B) the right to freely enter into amendments, modifications, 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 (A) and (B) hereof without the consent of or any notice to the Agency.

16. Depreciation and Other Tax and Accounting Attributes. 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 United States Internal Revenue Code, as amended, (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.


Notwithstanding anything to the contrary herein or in any other related 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 Facility), (B) the Agency has no incidents or indicia of ownership 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, it 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 federal 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 Agent Agreement is to encourage and facilitate acquisition, construction, installation and equipping of the Project Facility.

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


A handwritten signature in black ink, appearing to be 'Jett' followed by a stylized flourish.

IN WITNESS WHEREOF, the parties hereto have executed this Agent Agreement 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: **Justin Johnson**  
**Director of Project Management**

Signature Page to Agent Agreement  
Jericho Rise Wind Farm Project



EXHIBIT A

FORM OF SALES TAX EXEMPTION LETTER

COUNTY OF FRANKLIN INDUSTRIAL DEVELOPMENT AGENCY

10 Elm Street, Suite 2  
Malone, New York 12953

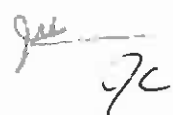
April \_\_, 2016

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

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back to the Company; all as contemplated by and in furtherance of the purposes of the Enabling Act.

Pursuant to resolutions adopted by the Agency on April 18, 2016 and that certain Agent Agreement, dated as of the date hereof (the "Agent 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,

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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 Agent 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 Agent 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) June 30, 2017, (ii) completion of the Project Facility as provided in the Agent Agreement or a certain lease agreement between the Agency, as lessor, and the Company, as lessee, pursuant to which the Agency conveys to the Company a subleasehold interest in the Project Facility, (iii) the receipt by the Company of the of the Maximum Sales Tax Benefit (as defined in the Agent Agreement), or (iv) the termination of the Agent 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

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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 Agent 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:

JERICHO RISE WIND FARM LLC

By: \_\_\_\_\_

Name:

Title: