
COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY

and

ARKWRIGHT SUMMIT WIND FARM LLC

AGENCY LEASE AGREEMENT

Dated as of October 5, 2016

THIS AGENCY LEASE AGREEMENT (“Agency Lease”) is dated as of this 5th day of October, 2016 by and between the **COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 201 West Third Street, Suite 115, Jamestown, New York 14701 (“Agency”) and **ARKWRIGHT SUMMIT WIND FARM LLC**, a Delaware limited liability company, having an address of 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, 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”) authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to promote, develop, encourage and assist in the acquiring, renovating, construction, reconstruction, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, including industrial pollution control facilities, and to thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living;

WHEREAS, in accordance with the provisions of the Enabling Act, the Agency was established pursuant to Chapter 71 of the 1972 Laws of the State of New York, as amended, constituting Section 895-h of the New York General Municipal Law (said Chapter and the Enabling Act, each as amended from time to time, collectively, the “Act”), for the benefit of the County of Chautauqua and its inhabitants;

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, renovate, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, renovated, constructed, reconstructed and installed and to convey said projects or to lease said projects with the obligation to purchase;

WHEREAS, the Company presented an application for financial assistance to the Agency (the “IDA Application”), which IDA Application requested that the Agency consider undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in approximately 6,500 acres of land located in the towns of Arkwright and Pomfret, County of Chautauqua, New York (collectively, the “Land”), (2) the construction and installation on the Land of: (i) up to two 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, and a system of gravel access roads, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition and installation therein and thereon or the acquisition and dedication thereto of certain equipment, including up to 36 wind turbines with a total rated capacity of up to 79.8 megawatts (“MW”), furniture, tools, spare parts, 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 granting 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 sublease of the Project Facility by the Agency to the Company;

WHEREAS, the members of the Agency adopted a resolution (the "Preliminary Resolution") on October 21, 2015 taking preliminary action toward the acquisition and straight leasing of the Project and authorizing the execution and delivery of a preliminary agreement (the "Preliminary Agreement") with the Company with respect to the Project;

WHEREAS, The Agency and Company entered into the Preliminary Agreement on December 29, 2015;

WHEREAS, the granting of the portion of the Financial Assistance consisting of an exemption from real property taxes represents a deviation from the Agency's uniform tax exemption policy with respect to the making of payments in lieu of real property taxes and the Administrative Director of the Agency (A) caused notice of a meeting of the Agency (the "IDA Meeting") with respect to the proposed deviation from the Agency's uniform tax exemption policy and guidelines to be mailed on November 12, 2015 to the chief executive officer of each affected tax jurisdiction; and (B) conducted the IDA Meeting on the date hereof and reviewed and responded to any comments or correspondence received from the affected tax jurisdictions at or before the IDA Meeting regarding the proposed deviation from the Agency's uniform tax exemption policy and approved the proposed deviation prior to the adoption of the Final Resolution;

WHEREAS, the Administrative Director of the Agency (A) caused notice of public hearings of the Agency pursuant to Section 859-a of the Act (the "Public Hearing(s)") to hear all persons interested in the Project and the Financial Assistance contemplated by the Agency with respect to the Project, to be mailed on November 25, 2015 to the chief executive officer of the County of Chautauqua, New York (the "County") and of each other affected tax jurisdiction within which the Project Facility is or is to be located; (B) caused notice of the Public Hearings to be published on November 27, 2015 in the *Observer*, a newspaper of general circulation available to residents of the Town of Arkwright, the Town of Pomfret and the County; (C) conducted the Public Hearing for the Town of Pomfret on December 7, at 10:00 a.m. local time, at the Town Board Room, 9 Day Street, Fredonia, New York 14063; (D) conducted the Public Hearing for the Town of Arkwright on December 8, at 11:00 a.m. at the Town Board Room, 9543 Center Road, Fredonia, New York 14063; and (E) prepared a report of the Public Hearings (the "Report") which fairly summarizes the views presented at the Public Hearings and distributed the Report to the members of the Agency;

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 adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, et. seq., as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the Company must satisfy the requirements

contained in SEQRA prior to making a final determination whether to undertake the Project; an

WHEREAS, on January 10, 2008 New Grange Wind Farm, LLC (now, the Company) submitted a Joint Application for the Wind Overlay Zone and Special Use Permit to the Town of Arkwright Town Board ("Town Board"). The Joint Application included a Full Environmental Assessment Form Part 1 that addressed the proposed Project. On January 14, 2008, the Town Board declared its intent to act as, and subsequently assumed the role of, Lead Agency. Thus, the Town Board, as Lead Agency, subsequently issued a Positive Declaration requiring the preparation of an Environmental Impact Statement. A Draft Environmental Impact Statement ("DEIS") was accepted as complete on February 27, 2008;

WHEREAS, upon acceptance of the DEIS, the 30-day public comment period began, and public and agency comments were collected by mail, e-mail, and at the Arkwright Public Hearing, held in the Town of Arkwright on April 30, 2008. Following submission of the DEIS, revisions to the Project layout resulted in changes considered to be a material change by the Lead Agency, necessitating the preparation of a Supplemental Environmental Impact Statement ("SEIS"). The SEIS was submitted on April 3, 2009 and accepted as complete by the Lead Agency on April 13, 2009. Again, the Lead Agency received and reviewed public and agency comments on the DEIS and SEIS and the Company and various follow-up investigations were conducted to address those comments;

WHEREAS, as a result of those investigations and subsequent changes to the Project layout, including proposed use of different wind turbine technology, increase in proposed turbine height, and the time that passed since the public was last given an opportunity to comment on this Project, the Company prepared an SEIS2 (submitted on October 2, 2015 and accepted as complete by the Lead Agency on October 12, 2015). Following conclusion of the subsequent public comment period for the SEIS2, the Lead Agency issued the Final Environmental Impact Statement ("FEIS") and notice of completion of the FEIS was published in the DEC Environmental Notice Bulletin on January 20, 2016;

WHEREAS, on February 8, 2016, the Town Board, as Lead Agency, issued its positive findings for the Project;

WHEREAS, on February 23, 2016, the Agency concurred with the Lead Agency's positive findings and issued its Statement of Findings ("Findings Statement"), by and through approving Resolution No. 02-23-16-03, pursuant to and consistent with the requirements of SEQRA;

WHEREAS, after the Lead Agency issued its positive findings and local zoning approvals and the Agency issued its Findings Statement, the Applicant determined that certain modifications to the Project with respect to its operation and maintenance center ("Modifications") were required, and submitted a Short Environmental Assessment Form to the Agency with respect thereto;

WHEREAS, as noted in the New York State Department of Environmental Conservation's SEQRA Handbook ("Handbook"), after a lead agency has issued its findings

statement and final decision, any project modification which was not addressed in the environmental impact statement but which may have significant adverse environmental impacts, may be subject to a supplemental environmental impact statement;

WHEREAS, in such event, the Handbook notes that the original lead agency may continue in its role if it will have regulatory jurisdiction over the modification, or another involved agency which must approve the modification may be established as lead;

WHEREAS, in this instance, there were no other involved agencies, including the Lead Agency, that were taking any actions in connection with the Modifications or that maintained regulatory jurisdiction, and therefore, the Agency performed an environmental review of the Modifications and determined that there are no significant adverse environmental impacts associated with the Modifications that require the preparation of a supplemental environmental impact statement;

WHEREAS, the Agency subsequently issued its amended statement of findings, by and through approving Resolution No. 07-26-16-04, pursuant to and consistent with the requirements of SEQRA;

WHEREAS, the members of the Agency adopted a final resolution (the "Final Resolution") on July 26, 2016 taking official action toward and approving the straight lease documents for the Project;

WHEREAS, the Agency proposes to appoint the Company as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and to sublease the Project Facility to the Company, and the Company desires to act as agent of the Agency to undertake the acquisition, construction, installation and equipping of the Project Facility and to sublease the Project Facility from the Agency, all pursuant to the terms and conditions hereinafter set forth in this Agency Lease and the other Transaction Documents;

WHEREAS, the acquisition of the Project Facility, the sublease of the Project Facility and the granting of the Financial Assistance to the Company are for proper purposes, including, without limitation, the advancement of job opportunities, health, general prosperity and economic welfare of the people of the State of New York and the improvement of their prosperity and standard of living; and

WHEREAS, simultaneously with the execution and delivery of this Agency Lease by the Agency, the Company will execute and deliver or cause to be executed and delivered to the Agency (A) a certain company lease agreement dated as of the date hereof (the "Company Lease") 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 Premises, (B) a certain PILOT agreement dated as of the date hereof (the "PILOT Agreement"), and (C) a sales tax exemption letter dated on the date hereof (the "Sales Tax Exemption Letter").

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreement herein contained, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.1. Definitions. The following words and terms used in this Agency Lease shall have the respective meanings set forth below:

“Agency Lease” means this lease agreement, including all amendments.

“Applicable Laws” means the Act and all current and future statutes, codes, laws, acts, ordinances, treaties, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, determinations and requirements, 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.

“Authorized Representative” means the person or persons at the time designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or the Company, as the case may be, containing the specimen signature of each such person.

“Closing” means the closing at which the Transaction Documents are executed and delivered by the Company and the Agency.

“Closing Date” means the date of the Closing.

“Counsel” means an attorney, or firm of attorneys, licensed to practice pursuant to applicable law in any State of United States of America or the District of Columbia who may be counsel for the Agency or the Company.

“County” means Chautauqua County, New York.

“Easement Parcels” means the easement rights held by the Company in certain parcels of land located in the Towns of Arkwright and Pomfret, Chautauqua County, New York, pursuant to the agreements referenced on Schedule C attached hereto.

“Environmental Laws” means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances, regulations, codes and rules relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials, including but not limited to, each of the following statutes, as well as any and all comparable statutes and regulations of the United States, the State of New York, the County of Chautauqua,

or any applicable municipal authority effective on or after the effective date of this Agency Lease: Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 3300F et seq.; and the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.

“Environmental Permits” means all permits, approvals, identification numbers, licenses, registrations, and other authorizations required under any applicable Environmental Laws.

“Equipment” means all those items of tangible personal property incorporated into or used or consumed during the construction of the Project, including materials, machinery, equipment, tools, spare parts, or furnishings intended to be acquired by the Company or Indirect Agent and dedicated to the Project pursuant to this Agency Lease, and such substitutions and replacements therefor as may be made from time to time pursuant to this Agency Lease, including without limitation, all the property described in Exhibit A attached hereto.

“Event of Default” (collectively, “Events of Default”) means any of the events or conditions designated as such in this Agency Lease.

“Fee Parcels” means the fee simple interests held by the Company in certain parcels of land located in the Towns of Arkwright and Pomfret, Chautauqua County, New York, described on Schedule A attached hereto.

“Funding Agreement” means the Agreement for the Payment of Costs and Advance of Funds between the Agency and the Company dated as of June 6, 2013.

“Future Easement Parcels” means the easement rights held by the Company in certain parcels of land located in the Towns of Arkwright and Pomfret, Chautauqua County, New York, pursuant to the agreements referenced on Schedule F attached hereto.

“Future Leasehold Parcels” means the leasehold interests held by the Company in certain parcels of land located in the Towns of Arkwright and Pomfret, Chautauqua County, New York, pursuant to the agreements referenced on Schedule E attached hereto.

“Future Fee Parcels” means the fee simple interests held by the Company in certain parcels of land located in the Towns of Arkwright and Pomfret, Chautauqua County, New York, described on Schedule D attached hereto.

“Hazardous Materials” means all hazardous materials, including, without limitation, any explosives, radioactive materials, radon, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, lead based paints, petroleum, petroleum products, methane, hazardous materials, hazardous chemicals, hazardous wastes, extremely hazardous wastes, restricted hazardous wastes, hazardous or toxic substances, toxic pollutants, hazardous air pollutants, pollutants, contaminants, toxic chemicals, toxics, pesticides or related materials as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of

1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.) the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), Articles 15 or 27 of the New York State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation.

“IDA Application” means the application for financial assistance submitted by the Company to the Agency regarding the Project.

“Indirect Agent” shall have the meaning set forth in Section 3.5(g) of this Agency Lease.

“Land” shall have the meaning set forth in the recitals.

“Leasehold Parcels” means the leasehold interests held by the Company in certain parcels of land located in the Towns of Arkwright and Pomfret, Chautauqua County, New York, pursuant to the agreements referenced on Schedule B attached hereto.

“Lender” means, if the Company decides to finance the Project with borrowed money, any financial institution or other person that from time to time provides securing financing for some or all of the Project, the Project Facility, or operation of the Project Facility, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns.

“Lien” means any interest in personal or real property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract. The term “Lien” includes reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, reservations or transfers of mineral rights, leases and other similar title exceptions and encumbrances or other matters of record affecting real property.

“Maximum Sales Tax Benefit” means \$12,041,392.

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

“Permitted Encumbrances” means (i) utility, access and other easements and rights of way, restrictions and exceptions that do not materially impair the utility or the value of the property affected thereby for the purposes for which it is intended, (ii) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens to the extent permitted by this Agency Lease, (iii) Liens for taxes at the time not delinquent, (iv) the Company Lease, (v) any Lien on the Project Facility in favor of a Lender, and (vi) any Lien requested by the Company in

writing and consented to by the Agency, which consent of the Agency shall not be unreasonable withheld or delayed.

“Person” means an individual, partnership, corporation, association, joint venture, trust or unincorporated organization, and a government or governmental agency or political subdivision thereof.

“PILOT Agreement” means the Payment in Lieu of Taxes Agreement dated the date hereof between the Agency and the Company, pursuant to which the Company shall make certain payments in lieu of real estate taxes, a copy of which is attached hereto as Exhibit D.

“Plans and Specifications” means the plans and specifications for the Project Facility prepared by the Company’s architects, engineers, and/or surveyors.

“Premises” means the Land, together with the Project Facility located thereon.

“Project Facility” shall have the meaning set forth in the recitals.

“REC” means the renewable energy credits, green tags and other environmental attributes produced by the Project Facility.

“Sales Tax Exemption Letter” shall have the meaning set forth in the recitals and further described in Section 3.5(b) of this Agency Lease.

“SEQR Act” means the State Environmental Quality Review Act and the regulations thereunder.

“State” means the State of New York.

“Switchyard” means the facility containing transformers, switches, and related equipment, including the Company’s interest in the portion of the Land thereunder, at which the Project is interconnected to the electrical grid.

“Transaction Documents” means the Company Lease, the PILOT Agreement, this Agency Lease, and all other instruments, agreements, certificates and documents related thereto and executed in connection therewith, and any other instrument, agreement, certificate or document supplemental thereto, each as amended from time to time.

“Unassigned Rights” shall have the meaning set forth in Section 7.7(a).

1.2. Interpretation. In this Agency Lease, unless the context otherwise requires: (i) the words “hereof”, “herein”, “hereto”, “hereby” and “hereunder” when used in this Agency Lease shall refer to this Agency Lease; (ii) words of masculine gender shall mean and include correlative words of feminine and neuter genders; (iii) words importing the singular number shall mean and include the plural number, and vice versa; (iv) words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal

entities, including public bodies, as well as natural persons; (v) any certificates, letters or opinions required to be given pursuant to this Agency Lease 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 Agency Lease; and (vi) references to documents, instruments or agreements shall mean such documents, instruments and agreements as they may be amended, modified, renewed, replaced or restated from time to time.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

(a) The Company has the power to enter into this Agency Lease and the other Transaction Documents and to perform its obligations hereunder and thereunder. The entry into and the fulfillment of and compliance with the provisions of this Agency Lease and the other Transaction Documents have been duly authorized by all necessary action of the Company, and no other consent or approval is required as a condition to the validity or enforceability of this Agency Lease or any of the other Transaction Documents.

(b) This Agency Lease and the other Transaction Documents to which the Company is a party constitute valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights.

(c) Neither the Company's entry into nor the fulfillment of and compliance with the provisions of this Agency Lease or any other Transaction Document to which the Company is a party will conflict with or result in a breach of or constitute a default under (i) any provision of law, (ii) any order, writ, judgment, injunction or decree of any court or other governmental agency, or (iii) any instrument by which the Company or its properties are bound.

(d) There is no litigation, proceeding or investigation before or by any court, public board or body, whether state, local or federal, pending or threatened against or affecting the Company, nor is there any basis therefor, wherein any unfavorable decision, ruling or finding would, in any way, adversely affect the business, operations or condition, financial or otherwise, of the Company, or question the validity of any of the Transaction Documents or any action to be taken in connection therewith.

(e) The subleasing of the Project Facility by the Agency and the Agency's execution and delivery of the Sales Tax Exemption Letter have induced the Company to locate the Project Facility in the County, will increase employment opportunities and promote the health, general prosperity and economic welfare of the inhabitants of the County and will not result in the removal of any plant or facility of the Company or any plant or facility of any other

occupant or user of the Project Facility from one area of the State to another area of the State or in the abandonment of any plant or facility of the Company or any other occupant or user of the Project Facility within the State.

(f) The Project Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws, and all ordinances, rules and regulations of governmental authorities having jurisdiction over the Project Facility.

(g) The Project Facility does not constitute a project where facilities or property that are primarily used in making Retail Sales (as defined below) to customers who personally visit the Project Facility constitute more than one-third of the total cost of the Project. "Retail Sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State primarily engaged in the retail sale of tangible personal property, as defined in section 1101(b)(4)(i) of the Tax Law of the State, or (ii) sales of a service to such customers.

(h) Neither this Agency Lease nor any other Transaction Document nor any other document, certificate, agreement or instrument furnished by or on behalf of the Company contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

(i) The Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that the Company as agent of the Agency 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 (hereinafter, the "Commissioner"), of the value of any and all sales and use tax exemptions claimed by the Company under the authority granted by the Agency.

(j) The Company acknowledges receipt of notice of Section 858-b of the Act, which requires that new employment opportunities created as a result of the Project be listed 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), or any successor statute thereto, in which the Project Facility is located. The Company agrees, except as is otherwise provided by collective bargaining contracts or agreements, 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.

(k) The Company acknowledges receipt of notice of Section 874(9) of the Act, which requires the Agency, in the event a sales tax exemption is provided in connection with the Project, to (a) file within thirty (30) days of the date the Company or Indirect Agent (as defined in Section 3.5(g) of this Agency Lease) is designated the agent of the Agency, 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, identifying the Company or Indirect Agent as agent of the Agency, setting forth the taxpayer identification number of the Company or Indirect Agent, giving a brief description of the goods and/or services intended to be exempted from sales and

use taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease, and (b) file within thirty (30) days of the date that the Agency's designation of the Company or Indirect Agent as agent of the Agency has been amended, terminated, been revoked, or become invalid or ineffective for any reason, a statement with the New York State Department of Taxation and Finance relating thereto, on a form and in such a manner as is prescribed by the Commissioner, identifying the Company or Indirect Agent as agent of the Agency, setting forth the taxpayer identification number and other identifying information of the Company or Indirect Agent, the date as of which the original designation of the Company or Indirect Agent as agent of the Agency was amended, terminated, revoked, or became invalid or ineffective and the reason therefor, together with a copy of the original designation of the Company or Indirect Agent as agent for Agency. The Company agrees to timely provide the foregoing information to the Agency and to otherwise cooperate with the Agency in connection with the preparation of any filings.

(l) The Company acknowledges receipt of notice of Section 875(2) of the Act, which, among other things, requires the Agency, in the event a sales tax exemption is provided in connection with the Project, to prepare and file certain reports related to such sales tax exemption, including, without limitation, that within thirty (30) days of the date the Company is designated the agent of the Agency, the Agency must report to the Commissioner the amount of the sales tax benefit related to the Project, a description of the Project, together with such other information and with such specificity and detail as the Commissioner may prescribe, which report will, at the discretion of the Commissioner, be made either in conjunction with the report required by Section 874(9) of the Act or as a separate report. The Company acknowledges and understands that if the Agency fails to file any reports or make any information available to the Commissioner as required by Section 875(2) of the Act, the Agency will be prohibited from providing any sales tax exemptions for any project unless and until the Agency comes into compliance with all requirements of such provision. The Company agrees to timely provide to the Agency all information required by, and to otherwise cooperate with the Agency in connection with its compliance with and enforcement of, Section 875(2) of the Act.

(m) No funds of the Agency shall be used in connection with the Project for the purpose of preventing the establishment of an industrial or manufacturing plant, nor shall any funds of the Agency be given in connection with the Project to any group or organization which is attempting to prevent the establishment of an industrial or manufacturing plant within the State, nor shall any funds of the Agency be used for advertising or promotional materials which depict elected or appointed government officials in either print or electronic media.

(n) The Company hereby certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

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

ARTICLE III

ACQUISITION OF PROJECT

3.1. Transfer.

(a) Pursuant to the Company Lease, the Company has granted a leasehold interest to the Agency in all of the Company's right, title and interest in and to the Premises for the purpose of undertaking and completing the Project. The Company represents and warrants that it has good and valid interests in the Easement Parcels, the Leasehold Parcels, and the Fee Parcels, for the duration of the term of each such easement and leasehold interest, and will pursue good title to the Future Easement Parcels, the Future Leasehold Parcels, and the Future Fee Parcels, if any, for the duration of the term of each such easement and leasehold interest, free and clear of all Liens, except for Permitted Encumbrances, and agrees to defend (with counsel selected by the Company and reasonably acceptable to the Agency), indemnify and hold the Agency harmless from any liability due to any defect in title thereto.

(b) Title to all materials, equipment, machinery and other items of property intended to be incorporated or installed in the Project Facility or dedicated to the Project, or used or consumed in the construction and installation thereof (excluding personal property temporarily used or rented), shall vest in the Company) and be immediately subject to the Company Lease and this Agency Lease. Title to all materials, equipment, machinery or other items of property acquired subsequent to the Closing Date and intended to be incorporated or installed in the Project Facility or dedicated to the Project, or used or consumed in the construction and installation thereof (excluding personal property temporarily used or rented), shall vest in the Company immediately upon deposit on the Premises or incorporation or installation in the Project Facility and be immediately subject to the Company Lease and this Agency Lease. The Company shall take all action necessary or appropriate to protect such title against claims of any third Person.

(c) The Company and the Agency acknowledge that the Project Facility and the interest therein leased to the Agency by the Company and subleased by the Agency back to the Company are not "property" as defined in Title 5-A of the Public Authorities Law of the State because such property and the interests therein are security for the Company's obligations to the Agency under this Agency Lease and the other Transaction Documents, including, without limitation, (i) the Company's obligation to acquire, install and maintain the Project Facility on behalf of the Agency, and (ii) the performance by the Company to the Agency of the Company's other obligations under this Agency Lease and the other Transaction Documents.

(d) The Agency holds an interest in or with respect to the Project Facility solely for purposes of conferring financial assistance on the Project pursuant to the Act. Under this Agency Lease, the Agency's rights with respect to the Project Facility are limited to those created by the provisions of this Agency Lease and the other Transaction Documents. Further, so long as no Event of Default has occurred and is continuing, 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, 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 (A) and (B) hereof without the consent of or any notice to the Agency.

3.2. Acquisition and Installation of the Project Facility.

(a) The Company shall, on behalf of the Agency, acquire, construct and install the Project Facility on the Land in accordance with the Plans and Specifications; provided, however, the Company may redesign, remove, and/or relocate Improvements and Equipment to the extent necessary or convenient for the Project Facility, unless such redesign, removal and/or relocation is of a material scope in which case reasonable notice to the Agency shall be required, which notice may be delivered after such redesign, removal and/or relocation if reasonably necessary due to field conditions.

(b) The Agency hereby appoints the Company, and the Company hereby accepts such appointment, as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Transaction Documents: (i) to acquire, construct and install any and all aspects of the Project Facility in accordance with the Plans and Specifications; (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 in accordance with this Agency Lease; (iii) to pay all fees, costs and expenses incurred in connection with the Project Facility; and (iv) to ask, sue for, recover and receive all sums of money and other demands that may be due and owing to the Agency under and to enforce any contracts, orders or instruments in connection with the acquisition, construction, installation and equipping of the Project Facility.

(c) The Company or its contractors shall give or cause to be given all notices, secure all permits and licenses and comply or cause compliance with all Applicable Laws applying to or affecting the construction, installation or operation of the Project Facility, and the Company will defend (with counsel selected by the Company and reasonably acceptable to the

Agency) and save the Agency and their respective officers, members and agents harmless from all reasonable fees, expenses and fines due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be timely procured by the Company or its contractors.

(d) If required by Applicable Law, the Company, as agent of the Agency, will cause (i) compliance with the requirements of Article 8 of the New York Labor Law, and (ii) any contractors, subcontractors and other persons involved in the acquisition, construction, installation and equipping of the Project Facility to comply with Article 8 of the New York Labor Law.

(e) The Company agrees, for the benefit of the Agency, to undertake and complete the Project and to pay all such sums as may be required in connection therewith, including, without limitation, all costs related to the Project Facility and all permitting, planning and consulting fees. A leasehold estate to any portions of the Project Facility acquired and installed at the Company's cost shall immediately upon such acquisition or installation vest in the Agency. The Agency shall execute, deliver and record or file such instruments as are reasonably necessary to perfect or protect the Agency's leasehold estate to such portions of the Project Facility, all at the Company's sole cost and expense.

(f) No payment by the Company pursuant to this Section 3.2 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 Agency Lease.

3.3. Completion Date. The Company will proceed with due diligence to complete the construction and installation of the Project Facility on or before December 31, 2017, provided, however, that failure to complete construction and installation of the Project Facility on or before such date shall not constitute an Event of Default so long as the Company does thereafter complete the construction and installation of the Project Facility prior to December 31, 2018. Completion of the Project Facility shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating: (i) the date of such completion (the "Completion Date"); (ii) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid; (iii) that the acquisition, construction, installation and equipping of the Project Facility has been completed, with the exception of ordinary punchlist items (if any), and that such completion has been accomplished in a manner so as to conform with all Applicable Laws; (iv) that the Company has good and valid interests in the Land and good title to the Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances; (v) that the Project Facility is ready for occupancy, use and operation for its intended purposes; and (vi) that all certificates, including any certificate of occupancy (or similar certificate), necessary for the operation of the Project Facility have been secured.

3.4. Intentionally omitted.

3.5. Sales Tax Exemption.

(a) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales 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. Any exemption from the payment of New York sales and use taxes resulting from Agency involvement in the Project shall be limited to purchases of services relating to or items to be consumed in construction of the Project Facility, and the purchase or lease of tangible personal property used or consumed by the Company or Indirect Agent, as agent of the Agency, in connection with the completion of the acquisition, construction, installation and equipping of the Project Facility (but not the operation thereof). No operating expenses (including, without limitation, costs of utilities, cleaning services or supplies) of the Project Facility incurred after the Completion Date and no other purchases or leases of services or property made after the Completion Date shall be subject to an exemption from the payment of New York sales or use taxes. The Agency makes no representations or warranties that any property or service is exempt from the payment of New York sales or use taxes.

(b) Intentionally omitted.

(c) Upon the Closing Date, the Agency shall issue to the Company a sales tax exemption letter in the form attached hereto as Exhibit B (the "Sales Tax Exemption Letter").

(d) Intentionally omitted.

(e) Pursuant to Section 874(8) of the Act, the Company agrees to file annually, with the New York State Department of Taxation and Finance (the "Department"), no later than January 31st of each year, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Annual Sales Tax Report"), a statement of the value of all sales and use tax exemptions claimed by the Company and all Indirect Agents under the authority granted to the Company pursuant to this Agency Lease during the preceding calendar year. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be the termination of authority to act as agent of the Agency. Additionally, if the Company shall fail to comply with the requirements of this subsection (e), the Company and all Indirect Agents shall immediately cease to be the agent of the Agency in connection with the Project. Such obligation shall terminate with the filing of such statement for the partial year ending on the Sales Tax Expiration Date.

(f) The Company agrees to furnish to the Agency, simultaneously with its delivery of such report to the Department, a copy of each such Annual Sales Tax Report submitted to the Department by the Company pursuant to Section 874(8) of the Act.

(g) The Company acknowledges that, pursuant to Section 874(9) of the Act, the Agency shall file within thirty (30) days of the Closing Date, or such other date an Indirect Agent is designated by the Company as an indirect agent of the Agency as set forth in Section 3.5(g) of this Agency Lease, with the Department on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report" or

“Form ST-60”), statements identifying the Company or Indirect Agent as agent of the Agency, setting forth the taxpayer identification numbers of such persons, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease. The Company agrees to timely provide the foregoing information to the Agency and to otherwise cooperate with the Agency in connection with the preparation and filing of the Thirty-Day Sales Tax Report(s).

(h) Intentionally omitted.

(i) The Company shall have the right, subject to the prior written notice as set forth above to the Agency, to delegate its sales tax exemption agency hereunder to its contractors and their subcontractors engaged on the Project (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 an “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (Form ST-60) for each such Indirect Agent. The Agency shall execute and deliver said form to the Company and the New York State Commissioner of Taxation and Finance within thirty (30) days of the Company’s appointment of such Indirect Agent.

(h) The Company covenants and agrees that it shall include or cause to be included the following language in and as a part of each contract, agreement, lease, invoice, bill or purchase order entered into by the Company or Indirect Agent, as agent of the Agency, in connection with the acquisition, construction, installation and equipping of the Project Facility:

“This contract, agreement, lease, invoice, bill or purchase order is being entered into by, or is for the benefit of, Arkwright Summit Wind Farm LLC (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 Chautauqua Industrial Development Agency (the “Agency”), in connection with a certain project (the “Project”) of the Agency consisting of the acquisition, construction, installation and equipping of a wind-powered electric generating facility located in the towns of Arkwright and Pomfret, County of Chautauqua, New York and rentals and the purchase of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings, fuel, and 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 Chautauqua 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. By execution or acceptance of this [contract, agreement, lease, invoice, bill or purchase order], the [vendor, lessor, licensor, contractor or subcontractor] hereby acknowledges and agrees to the non-recourse provision set forth in this paragraph.”

If the Company fails to include, incorporate by reference or otherwise cause the contract, agreement, lease, invoice, bill or purchase order to be subject to the above provision, then such contract, agreement, lease, invoice, bill or purchase order shall not be an undertaking on behalf of the Agency and shall not be entitled to any of the benefits that may be conferred by the Agency, neither the Company nor any Indirect Agent shall claim any sales or use tax benefits or exemptions with respect thereto, and the Company shall return or cause to be returned to the Agency any such benefits or exemptions so taken, together with interest thereon at a rate of 12% per annum (the “Default Rate”) from the date of such taking, with credit given to the Company for any interest paid to the State.

(i) 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”) 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 purchases and/or leases goods or services or with which the Company or Indirect Agent enters into an improvement or installation contract 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 Agency Lease. The Company agrees to provide the Agency a copy of each such Form ST-123 or Form FT-123 upon reasonable request after the delivery of such form to the vendor, lessor, licensor, contractor or subcontractor.

(j) Recapture and GML Section 875 Compliance.

(1) Without limitation of any of the Agency’s other rights under this Agency Lease, in the event that the Company or any Indirect Agent shall utilize the sales or use tax exemption provided pursuant to this Agency Lease (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 Agency Lease, or (iv) in a manner that violates the provisions of this Section 3.5 or any other provision of this Agency Lease, 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 together with interest at the Default Interest Rate, with credit given to the

Company for any interest paid to the State, from the date and with respect to the dollar amount for which each such unauthorized sales or use tax exemption was used by the Company or any Indirect Agent. 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 Agency Lease, 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 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 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. Notwithstanding any policy adopted by Agency or anything herein to the contrary, the Agency's rights to recapture of all or a part of the Financial Assistance from the Company shall be limited to the partial recapture of sales or use tax exemptions as described in this Section 3.5(j)(1).

(2) 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 Indirect Agent pursuant to the foregoing subsection, the Agency shall have the obligation, to the extent required by law, to remit same to the Commissioner, together with such information and report that the Commissioner deems necessary to administer payment over of such amounts, and the Company agrees to indemnify, defend (with counsel selected by the Company and reasonably approved by the Agency) 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.

(3) 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 Agency Lease and, if applicable, its activities and efforts to recover, receive or otherwise obtain State sales and use taxes pursuant to the terms of this Agency Lease, together with such other information as the Commissioner and/or the Commissioner of Economic Development may require, which Compliance Report will be filed with the Commissioner, the Director of the Division of the Budget, the Commissioner of Economic Development, the State Comptroller and the Chautauqua 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.

ARTICLE IV

DEMISE OF PROJECT FACILITY; RENTAL PROVISIONS

4.1. Demise. (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 following, subject only to Permitted Encumbrances: (1) the Project Facility; and (2) a leasehold interest in each Future Fee Parcel, Future Leasehold Parcel, and Future Easement Parcel described on an ALA Supplement executed by the Company and the Agency pursuant to this Agency Lease. A form of the ALA Supplement is attached hereto as Exhibit C.

(b) The Fee Parcels, Leasehold Parcels, and the Easement Parcels which are subject to this Agency Lease as of the Closing Date are set forth on Schedules A (Fee Parcels), B (Leasehold Parcels), and C (Easement Parcels) attached hereto, respectively.

(c) The Company and the Agency understand and recognize that a leasehold interest in the Future Fee Parcels, the Future Leasehold Parcels, and the Future Easement Parcels will be conveyed by the Company to the Agency subsequent to the Closing Date. Such parcels are set forth on Schedules D (Future Fee Parcels), E (Future Leasehold Parcels), and F (Future Easement Parcels) attached hereto, respectively, as such schedules may be amended or modified from time to time. The Company expects to acquire the Future Fee Parcels, the Future Leasehold Parcels, and the Future Easement Parcels after the date hereof and desires to subject such parcels to this Agency Lease. The Company will, and will be permitted by the Agency to, subject such Future Fee Parcels, Future Leasehold Parcels, and Future Easement Parcels to this Agency Lease by executing and delivering an ALA Supplement with respect thereto, as contemplated under Section 4.1(a) hereof,. Notwithstanding the foregoing and anything to the contrary contained herein, the Agency shall not be required to enter into an ALA Supplement for such Future Fee Parcels, Future Leasehold Parcels, and Future Easement Parcels unless (a) such ALA Supplement has been presented to the Agency for signature, as contemplated under Section 4.1(A) hereof, on or before December 31, 2018, and (b) the Agency has been presented with all documents relating to such Future Fee Parcels, Future Leasehold Parcels, and Future Easement Parcels which are required under the Company Lease, and (c) the Company and the Agency have complied with SEQRA and any other applicable law.

(d) This Agency Lease and any amendments hereto for future parcels, or a memorandum thereof, shall be recorded by the Agency in the Office of the Clerk of the County of Chautauqua, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

4.2. Agency Lease Term; Quiet Enjoyment. The leasehold estate created hereby shall commence on the Closing Date and, provided that all amounts, costs and expenses payable by the Company to the Agency under this Agency Lease and all other Transaction Documents are paid in full, shall terminate at 12:00 a.m. on the earliest to occur of (1) December 31 of the last

fiscal year of the Towns and the County covered by the final PILOT Payment due under the PILOT Agreement, or (2) the date that this Agency Lease shall terminate pursuant to Article VIII or Article IX hereof, or (3) the date that the Company Lease shall terminate pursuant to the terms thereof. The Agency shall not take nor permit any action, other than pursuant to Article VIII of this Agency Lease, to prevent the Company during the term of this Agency Lease from having quiet and peaceable possession of the Project Facility or which will otherwise adversely affect the rights or estate of the Company hereunder, except upon the written consent of the Company.

4.3. Rent and Other Amounts Payable. The Company shall pay to the Agency as the basic rental payments due hereunder: (i) the sum of One Dollar (\$1.00) per year due on each anniversary of the Closing Date throughout the term of this Agency Lease, but paid in advance; (ii) all fees and expenses of Counsel to the Agency with respect to the Project (to the extent not already reimbursed pursuant to the Agreement for the Payment of Costs and Advance of Funds between the Agency and the Company dated as of June 6, 2013 (the "Funding Agreement")), and (iii) all other costs and expenses incurred by the Agency in connection with the transactions contemplated by this Agency Lease and the other Transaction Documents (items (ii) and (iii) to be paid upon demand therefor from the Agency). In addition to the foregoing, the Company shall also pay to the Agency, as additional rent, within twenty (20) days after receipt of demand therefor from the Agency, the sum of the expenses of the Agency and the officers, members and agents thereof, incurred by reason of the Agency's leasing, subleasing or sale of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Agency Lease or any of the other Transaction Documents, and any other fee or expense of the Agency with respect to the Project Facility, the subleasing or sale of the Project Facility to the Company, or any of the other Transaction Documents, the payment of which is not otherwise provided for under this Agency Lease. All payments made pursuant to this Article IV shall be made in immediately available funds in lawful money of the United States.

4.4. Administrative Fee. The Company shall pay to the Agency an administrative fee in the amount of \$950,000 payable in the following installments:

\$175,000, payable on or before December 31, 2015
\$175,000, payable on or before December 1, 2016
\$100,000, payable on or before December 1, 2017
\$100,000, payable on or before December 1, 2018
\$100,000, payable on or before December 1, 2019
\$100,000, payable on or before December 1, 2020
\$100,000, payable on or before December 1, 2021
\$100,000, payable on or before December 1, 2022

Such administrative fee is non-refundable and is deemed earned in full upon the execution and delivery of this Agency Lease; provided, however, that in the event the Company terminates this Agency Lease, the Company shall not be obligated to pay any administrative fee installments that are not yet due and owing, with the exception of the installments for 2015 and 2016 which shall be due and payable as of the execution and delivery of this Agency Lease.

ARTICLE V

COVENANTS OF THE COMPANY

5.1. Maintenance and Operation. The Company shall: (i) not abandon the Project Facility nor cause or permit any waste, loss or damage, ordinary wear and tear excepted, to the Project Facility; (ii) not remove any part of the Project Facility outside the jurisdiction of the Agency; (iii) maintain and operate the Project Facility and make all reasonably necessary repairs and replacement thereto (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iv) not take any action or fail to take any action which would cause the Project Facility not to constitute a "project" for purposes of the Act. The Company may from time to time make structural additions, modifications and improvements to the Project Facility which it deems desirable, all of which shall become a part of the Project Facility (but in no way an obligation or expense of the Agency); for purposes of the wind-powered electric generating facility contemplated herein. .

5.2. Taxes and Special Assessments.

(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 which may at any time be lawfully assessed or levied against or with respect to the Project Facility (other than those taxes for which payments in lieu thereof are being paid pursuant to the PILOT Agreement); (ii) all utility and other charges incurred or imposed with respect to the Project Facility or the operation, maintenance, use, occupancy, upkeep or improvement thereof, and (iii) all assessments and charges of any kind lawfully imposed by any governmental body.

(b) The Company may in good faith contest any such taxes, assessments and other charges, so long as the overall operating efficiency of the Project Facility for the purposes for which it is intended is not impaired. In the event of any such contest, the Company may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that (i) the Company is not in default under any of the Transaction Documents, (ii) neither the Project Facility nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited or lost by reason of such proceedings, (iii) the Company diligently prosecutes such contest to completion, and (iv) the Company shall have set aside on its books adequate reserves with respect thereto.

5.3. Insurance.

(a) At all times before the Expiration Date, the Company will maintain or cause to be maintained, in financially sound and generally recognized responsible insurance companies, the following insurance coverages:

(i) Property insurance protecting the interests of the Company and the Agency, as their interests may appear, in an amount sufficient to cover 100% of the replacement cost of the Project Facility, without deduction for depreciation, and with a scope of coverage reasonably acceptable to the Agency; and

(ii) insurance protecting the Company, as insured, and the Agency, as additional insured to the extent of the liability assumed under this Agency Lease, against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.6 hereof) 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 and in the aggregate on account of personal injury and property damage. 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; and

(iii) during any period of capital renovation, construction, improvement or reconstruction (but not including routine maintenance and repairs) (A) "Builder's Risk" extended coverage casualty insurance in an amount and with a scope of coverage reasonably acceptable to the Agency, and (B) to the extent not covered by the liability insurance described in the preceding paragraph, Owners & Contractors Liability Insurance for the benefit of the Company, as insured, and the Agency, as additional insured as their interests may appear, with limits for personal and property damage satisfactory to the Agency.

(b) All policies evidencing the insurance required by this Section 5.3 shall name the Company, as insured, and the Agency, as an additional insured as their interests may appear, and provide for (i) unless otherwise provided in any mortgage affecting the Project Facility, payment of the losses to the Company and the Agency as their respective interests may appear, and (ii) at least thirty (30) days' written notice to the Agency prior to cancellation, lapse, reduction of benefits 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 execution of this Agency Lease. Within thirty (30) days prior to 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 Agency Lease.

(c) The Net Proceeds of the insurance required by Sections 5.3(a)(i) and 5.3(a)(iii) (A) shall be applied as set forth in Section 7.1 hereof, and the Net Proceeds of the insurance required by Sections 5.3(a)(ii) and 5.3(a)(iii)(B) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance is written.

5.4. Disposal of Assets. During the Term, the Company shall maintain its corporate existence and its state of formation as in effect on the date hereof and not dissolve, liquidate or otherwise dispose of all or substantially all of its assets, nor shall the Company merge or consolidate with another Person or permit one or more Persons to merge or consolidate with it, without the written consent of the Agency. Notwithstanding anything herein to the contrary, any member of the Company, and any successive transferee of any member, may from time to time 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.

5.5. Right of Agency to Perform the Company's Obligations. Should the Company fail to make any payment or to do any act provided for in this Agency Lease which amounts to an Event of Default, the Agency may, but shall not be obligated to, without notice to or demand on the Company and without releasing the Company from any obligation, make or do the same on behalf of the Company, 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 premiums, fees, actual costs and expenses (including reasonable attorneys' fees and expenses) 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 Rate.

5.6. Indemnity and Hold Harmless Provisions.

(a) The Company releases the Agency from, agrees that the Agency shall not be liable for, and indemnifies, defends (with counsel selected by the Company and reasonably approved by the Agency) and holds harmless the Agency and its officers, members, agents (other than the Company) and employees, past, present and future, from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) resulting from or arising in connection with the Agency's undertaking the Project, including, but not limited to: (i) liability 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 or 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) liability arising from or expense incurred by the Agency's acquiring, renovating, constructing, equipping, installing, owning, subleasing or selling 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, all liabilities or claims arising as a result of the Agency's obligations under this Agency Lease or any of the other Transaction Documents or the enforcement of or defense of validity of any provision of any of the Transaction Documents, (iii) liability or loss in connection with or occasioned by any breach of the Company's covenants or agreements under this Agency Lease; (iv) all claims arising from the exercise by the Company of its authority conferred pursuant to Section 3.2(b) hereof, and (v) all causes of action and 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 such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing or gross negligence of the Agency or any of its officers, members, agents (other than the Company) and employees. The Company agrees to provide for and insure, to the extent commercially reasonable, in the liability policies required by Section 5.3 of this Agency Lease, its liabilities assumed pursuant to this Section 5.6. 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).

(b) Notwithstanding any other provisions of this Agency Lease, the obligations of the Company pursuant to this Section 5.6 shall remain in full force and effect after the termination of this Agency Lease 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, 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, employees or agents, relating to the enforcement of the provisions herein specified.

5.7. Limitation of Liability of the Agency and the Company.

(a) Notwithstanding any other provision of this Agency Lease, any liability of the Agency to the Company under this Agency Lease shall be enforceable only out of the Agency's interest under this Agency Lease, and there shall be no other recourse against the Agency's officers, members, agents and employees, past, present or future, or any of the property now or hereafter owned by it or them.

(b) All obligations of the Company contained in this Agency Lease and the Transaction Documents shall be deemed to be the corporate obligations of the Company and not obligations of any member, officer, official, agent, servant, employee, or affiliate of the Company. No recourse or claim upon any obligation contained in this Agency Lease or the Transaction Documents, or otherwise based on or in respect of this Agency Lease or the Transaction Documents, shall be had, brought or asserted, directly or indirectly, against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the Company. All such liability of any such member, officer, official, agent, servant, employee, or affiliate is hereby, to the extent permitted by law, expressly waived and released by the Agency as part of the consideration for execution of and entry into this Agency Lease and the Transaction Documents.

5.8. Discharge of Liens. If any Lien (other than a Permitted Encumbrance) is filed or asserted against the Project Facility or the Agency's or the Company's interest therein, the Company will cause each such Lien to be fully discharged and released or bonded within sixty (60) days after its assertion; provided, however, the Company may contest any such Lien in good faith. If any such Lien shall be reduced to final judgment, and such judgment or other process issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Company shall forthwith pay and discharge said judgment.

5.9. Certificate of No Default; Cooperation. Within one hundred twenty (120) days after the close of each fiscal year, the Company shall, upon the request of the Agency, furnish to the Agency: (i) a certificate stating that no Event of Default under this Agency Lease has occurred, and that no event has occurred which with the giving of notice or lapse of time or both would constitute an Event of Default (or, if either of such statements is not correct, the details with respect to the event or occurrence.

5.10. Compliance with Laws. The Company agrees that it will, during the term of this Agency Lease and at its own cost and expense, comply with all Applicable Laws. The Company hereby acknowledges receipt of notice of Section 875 of the Act to the extent not referenced elsewhere in this Agency Lease.

5.11. Employment Opportunities.

(a) The Company shall insure that all employees and applicants for employment with regard to 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, the Company agrees (i) to list all new employment opportunities within the Company as a result of the Project with the New York State Department of Labor, Community Services Division (the "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) (including any successor statute thereto, the "JTPA") in which the Project is located, 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 Agency Lease, an employment plan, in form and substance satisfactory to the Agency, unless such employment plan was provided to the Agency in connection with or as part of the IDA Application.

(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 not later than January 1 of each year during the term of this Agency Lease, reports regarding the number of people employed at the Project Facility and certain other matters, such annual employment report to be in such form and to contain such information as may be reasonably requested by the Agency.

(e) Jobs. the Company covenants and agrees that it shall, throughout the term of this Agreement, use its best efforts to maintain, or create within three (3) years from the date of the application submitted to the Agency with respect to the Project, the number of permanent, private sector jobs at the site of the Project as set forth in the Application. The Company agrees to deliver to the Agency on each annual anniversary of this Agreement a written report describing its compliance or noncompliance with the provisions of this Section 5(e) and to provide to the Agency further reasonable documentation supporting such report.

5.12. Payments in Lieu of Taxes.

(a) It is recognized that, under the provisions of the Act, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction,

control or supervision or upon its activities. It is the intention of the parties hereto that the Project Facility be treated as exempt from real property taxation to the extent set forth in the PILOT Agreement. Accordingly, the parties hereto acknowledge that the Agency shall have the obligation to file all New York State Board of Real Property Services Form RP-412-a applications with respect to the Project Facility or a portion thereof as described in the PILOT Agreement.

(b) The Agency and the Company hereby agree that the Company, or any permitted subsequent user of the Project Facility under this Agency Lease, shall be required to make or cause to be made payments in lieu of taxes to the Agency for the benefit of school districts, towns, county, and other political units wherein the Project Facility is located having taxing powers in such amounts and at such times as are required by the PILOT Agreement.

5.13. Annual Certified Statement

(a) The Company hereby agrees to provide to the Agency an annual certified statement ("Certified Statement") regarding the Project. The Certified Statement must be provided by no later than March 31 of each year, commencing with the first March 31 following the date hereof and annually thereafter during the term of this Agency Lease. The Certified Statement will include the following:

(1) the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location;

(2) either (A) a statement indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided as a supplement to the Application is still accurate, or (B) if such supplement to the Application is not still accurate, a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created; and

(3) a certification under penalty of perjury from the Company that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

ARTICLE VI

HAZARDOUS MATERIALS

6.1. Environmental Representations and Warranties. The Company represents and warrants that, with respect to its construction, operation and ownership of the Project Facility, (i) the Company has not used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Environmental Law, (ii) to the Company's knowledge, the environmental and ecological condition of the Project Facility is not in violation of any Environmental Law, (iii) the Company has all Environmental Permits required to construct and

operate the Project Facility and is in compliance with their requirements, (iv) the Project Facility is not listed in CERCLIS, the NPL, the New York State Registry of Inactive Hazardous Waste Sites, or any similar state or local listing nor is it included in an area included in such a list, and the Company has no knowledge that such a listing is pending or contemplated, (v) to the Company's knowledge, no event has occurred with respect to the Project Facility which, with the passage of time or the giving of notice or both, would constitute a violation of any Environmental Law, (vi) to the Company's knowledge, there are not now, nor have there ever been, above ground or underground storage tanks on or under the Project Facility, (vii) to the Company's knowledge, there are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or any other remedy pending or threatened relating to a violation of Environmental Law or the disposal, discharge or release of Hazardous Materials, (viii) to the Company's knowledge, there has been no release or threatened release of any Hazardous Materials on, upon or into the Project Facility, and (ix) to the Company's knowledge, no prior owner of the Project Facility or any tenant, subtenant, operator, occupant, prior tenant, prior subtenant, prior operator or prior occupant, has used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Environmental Law. Notwithstanding the foregoing, other than as disclosed in any environmental report delivered to the Agency, 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 Fee Parcels).

6.2. Environmental Covenants.

(a) Except in compliance with all Environmental Laws, the Company shall keep and shall cause the Project Facility to be kept free of Hazardous Materials. Without limiting the foregoing, with respect to its construction, operation and ownership of the Project Facility, the Company shall not cause or permit 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 all Environmental Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company, or any tenant, subtenant, operator or occupant of the Project Facility, a release or threatened release of Hazardous Materials onto, under or from the Project Facility or onto any other property. The Company shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company or its members, directors, officers, agents, servants, employees or representatives, a release or threatened release of Hazardous Materials on, under or from the Project Facility.

(b) With respect to its construction, operation and ownership of the Project Facility, the Company shall comply with, and ensure compliance by all tenants, subtenants and occupants of the Project Facility with, all Environmental Laws whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants, subtenants, operators and occupants of the Project Facility obtain and comply with, any and all approvals, registrations or permits required thereunder. The Company agrees to provide the Agency with copies of any notifications given by the Company to any governmental authority or received by the Company from any governmental authority with respect to any Environmental Law respecting the Project

Facility. Nothing herein shall refer to the actions or omissions, or the compliance with Environmental Laws, of underlying landowners of the Land.

(c) With respect to its construction, operation and ownership of the Project Facility, the Company shall (i) 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 (A) in accordance with all Applicable Laws, (B) to the satisfaction of the Agency, and (C) in accordance with the orders and directives of all governmental authorities, and (ii) defend, (with counsel selected by the Company and reasonably approved by the Agency), indemnify, and hold harmless the Agency and its employees, agents, officers, attorneys, servants and members, past, present and future, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, whether groundless or not, arising out of, or in any way related to: (A) the presence, disposal, release or threatened release of any Hazardous Materials on, from, under or affecting the Project Facility, (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (C) any lawsuit brought or threatened, settlement reached, or any government order relating to such Hazardous Materials, and/or (D) any violation of any Environmental Law, including, without limitation, attorney and consultant fees, costs of remediation, investigation and laboratory fees, court costs and litigation expenses. Costs under this subsection 6.2 (c) will be repaid immediately with interest at the Default Rate.

(d) Notwithstanding anything to the contrary in Section 6.2 of this Agency Lease, 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 and their use and occupancy thereof (other than its own in the context of Fee Parcels).

ARTICLE VII

DAMAGE TO AND STATUS OF PROJECT

7.1. Damage, Destruction and Condemnation.

(a) If (i) the Project Facility or any portion thereof shall be destroyed (in whole or in part) or damaged by fire or other casualty, or (ii) title to, or the temporary use of the Project Facility or any portion thereof shall be taken under the exercise of the power of eminent domain by a Person acting under governmental authority, the Company may, within thirty (30) days after the occurrence, terminate this Agency Lease and the Company Lease upon notice to the Agency or continue this Agency Lease and the Company Lease in effect. In no event shall the Agency have any liability or duty to replace, repair, rebuild or restore the Project Facility.

(b) The Company shall have the right to settle and adjust all claims under any policies of insurance or in condemnation on behalf of the Agency and itself. The Company shall be entitled to the proceeds of any condemnation award related to the Project Facility and the Agency shall have no interest therein.

7.2. No Warranty by Agency. THE AGENCY MAKES NO WARRANTY, 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 ACCEPTS THE PROJECT FACILITY "AS IS".

7.3. Inspection. The Agency and its agents shall have the right at all reasonable times during normal business hours and upon reasonable advance written notice to inspect the Project Facility.

7.4. Information. The Company agrees to provide promptly such information concerning the Company and the Project Facility as the Agency may reasonably request from time to time, including, without limitation, any such information required to enable the Agency to make any report(s) required by Applicable Laws or any governmental or quasi-governmental agencies.

7.5. Identification of Equipment. All Equipment which is or may become a part of the Project Facility shall be properly identified by the Company by such appropriate records as may be approved by the Agency.

7.6. 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 other than a 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 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 Agency Lease is to encourage and facilitate acquisition, construction, installation and equipping of the Project Facility.

7.7. Restriction on Sale and Encumbrance of Project Facility.

(a) Except as otherwise specifically provided in this Agency Lease and except for the granting of a mortgage interest and security interests in and collaterally assigning this

Agency Lease and the Transaction Documents to any persons or entities, including a collateral agent acting on behalf of lenders or investors providing financing for the Project (each a Lender) under a mortgage, security agreement and/or assignment of leases and rents in a form reasonably acceptable to the Agency, any Lender and the Company, for purposes of financing the construction and improvement or operation of the Project Facility (by construction or permanent financing facility) along with all amendments, modifications, supplements, substitutions and/or restatements or replacements thereof with any Lender or their successors and/or assigns (all to be considered Permitted Encumbrances) or as provided in Sections 7.7(b) or 7.8 hereof, the Company shall not sell, convey, transfer, encumber or otherwise dispose of the Project Facility or any part thereof or any of its rights under this Agency Lease, without the prior written consent of the Agency. Under no circumstances shall the Agency be required to mortgage, grant a security interest in or assign its: (i) rights to receive the rentals described in Section 4.3 hereof and other amounts payable to the Agency hereunder or under any other Transaction Document; (ii) rights to be indemnified under this Agency Lease; (iii) right on its own behalf to receive all opinions of counsel, reports, financial information, certificates, insurance policies or binders or certificates, or other notices or communications required to be delivered to the Agency hereunder or otherwise reasonably requested by the Agency; (iv) right to grant or withhold any consents or approvals required of the Agency hereunder; (v) right in its own behalf to enforce the obligation of the Company to complete the Project and to confirm the qualification of the Project as a “project” under the Act; (vi) right to amend with the Company this Agency Lease or the Transaction Documents; (vii) right in its own behalf to declare an Event of Default under Section 8.3 hereof; or (viii) right as to any of the foregoing, exercisable with respect to any sublessees or subtenants (collectively, the “Unassigned Rights”).

(b) Notwithstanding the foregoing, the Company may, upon reasonable prior written notice to the Agency, without the consent of the Agency, sell, convey, transfer, encumber or otherwise dispose of the Project Facility or any part thereof, or any of its rights under this Agency Lease, the Company Lease and the Transaction Documents to any: (i) third party purchaser (a “Purchaser”), or (ii) affiliate (as such term is defined in Rule 12b-2 of the General Rules and Regulations under the Security Exchange Act of 1934) of the Company that is controlled by, controlling or under common control with the Company (an “Affiliate”, and together with a Purchaser, each a “Successor”), provided such Successor assumes and agrees to be bound by this Company Lease pursuant to Section 4.6(B) hereof, and provided that EDP Renewables North America LLC shall maintain management and control of the Project Facility. Nothing herein or in any other Transaction 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 Agency Lease, the Company Lease or any other Transaction 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) Security Transactions Involving the Project Facility. The Company shall have the absolute right at any time, without Agency consent, to (a) assign, sublease, or grant an easement, subeasement, license or security interest in, or otherwise transfer all or any portion of its right, title or interest in the Project Facility to any person or entity, and/or (b) encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security agreement) all or any portion of its right, title or interest in the Project Facility to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation, regardless of whether such obligation is related to any indebtedness, and the Agency agrees to join in such documents as are reasonable to subject its interest in the Project Facility for such purposes provided the Agency is not providing additional financial assistance.

(d) Switchyard. 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 is interconnected to the electrical grid (the "Switchyard") at any time without Agency consent. In the event the Switchyard is sold or transferred to an electric transmission utility or any other entity, this Agency Lease, the Transaction Documents, and the underlying exemption shall terminate with respect to the Switchyard property; provided, however, such transfer shall not reduce the Company's payment obligations under the PILOT Agreement or otherwise and that the Company shall pay the Agency's costs and fees relating to such transfer.

(e) Release of Property. In the event portion(s) of the Project Facility are no longer deemed necessary or convenient for the Project Facility or the operation thereof by the Company, the Company may, without Agency consent, elect to release such property from this Agency Lease and the Transaction Documents, and this Agency Lease, the Transaction Documents, and the underlying exemption shall terminate with respect to such released property; provided, however, such transfer shall not reduce the Company's payment obligations under the PILOT Agreement or otherwise except as provided therein and that the Company shall pay the Agency's costs and fees relating to such transfer.

(f) Notwithstanding anything to the contrary contained in this Agency Lease, in any instance where the term of any of the Company's leasehold interests or easement rights comprising a portion of the Land expires or is terminated during the Term, this Agency Lease, the Transaction Documents, and the underlying exemption shall automatically terminate with respect to such leasehold interest or easement right 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).

7.8. Assignment or Sub-Sublease.

(a) Except as provided in Section 7.8(b) hereof, the Company shall not at any time assign or transfer this Agency Lease, 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.

(b) The Company may, without the consent of the Agency, (i) assign this Agency Lease and the Transaction Documents to any Successor provided such Successor assumes and agrees to be bound by this Agency Lease and the Transaction Documents, and (ii) pledge, mortgage, grant a security interest in and collaterally assign this Agency Lease and the Transaction Documents to any Lender. The Agency shall, at the Company's sole cost and expense and subject to the Agency's policies and procedures cooperate with the Company, its affiliates, any Successor, and any Lender from time to time, including, without limitation, by entering into a consent or other agreements with such Lender and the Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Lender; provided, however, that those agreements shall not expose the Agency to any duty or liability other than to perform the obligations of the Agency as contained in this Agency Lease or the Transaction Documents. In the event this Agency Lease or any Transaction Document is assigned to a Successor, the Company shall have no further obligations hereunder or thereunder.

7.9. Merger of Agency.

(a) Nothing contained in this Agency Lease shall prevent the consolidation of the Agency with, the merger of the Agency into, or the assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or any political subdivision thereof which has the legal authority to own and lease the Project Facility and to perform the Agency's obligations hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all the agreements and conditions of this Agency Lease 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, surviving such merger or to which the Agency's rights and interests under this Agency Lease shall be assigned.

(b) The Agency shall endeavor to give the Company notice in reasonable detail as to any such consolidation, merger or assignment. The Agency shall promptly furnish such additional information with respect to any such consolidation, merger or assignment as the Company may reasonably request.

7.10. Waiver of Real Property Law Section 227. The Company hereby waives the provisions of Section 227 of the Real Property Law of the State or any laws of like import now or hereafter in effect.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

8.1. Events of Default Defined. Any one or more of the following events shall be "Events of Default" under this Agency Lease:

(a) failure by the Company to pay or cause to be paid any amount due under this Agency Lease or under any other Transaction Document or failure to procure insurance within twenty (20) days of written notice when due;

(b) failure by the Company to observe and perform any other of the covenants, conditions or agreements in this Agency Lease on its part to be observed or performed and the continuation thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, unless such event of default is capable of cure, but not within thirty (30) days, and the Company commences to prosecute such cure within thirty (30) days, unless the parties mutually agree to extend such thirty (30) day timeline;

(c) the Company shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of any of its assets, (ii) admit its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (v) file a petition or other request seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, or (vi) take any corporate action for the purpose of effecting any of the foregoing;

(d) a proceeding or case shall be commenced, without the application or consent of the Company, in any court of competent jurisdiction, seeking (i) liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, dissolution, winding-up, or relief as a debtor, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of the Company or of any of its assets, or (iii) similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days;

(e) any certificate, statement, representation, warranty or financial statement furnished by or on behalf of the Company shall prove to have been false or misleading in any material respect at the time as of which the facts therein set forth were made, or to have omitted any substantial or unliquidated liability or claim against the Company;

(f) the Project Facility, or any portion thereof, shall be removed outside Chautauqua County, New York, without the prior written consent of the Agency; and/or

(g) the occurrence of any uncured event of default under any other Transaction Document.

8.2. Force Majeure. Notwithstanding the provisions of Section 8.1 hereof, if by reason of force majeure (as hereinafter defined) either party hereto is unable in whole or in part to carry out the agreements on its part herein contained, the Company shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include acts outside of the control of the Agency and the Company, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances, breakage or accident to transmission pipes or canals, and partial or entire failure of utilities. Notwithstanding anything to the contrary contained in this Section 8.2, an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required under this Agency Lease, to obtain and provide the insurance required by Section 5.3 hereof, to provide the indemnity required by Sections 3.1, 5.6 and 6.2(c) hereof and to comply with the provisions of Sections 5.4, 5.10 and 7.4 hereof. The Company agrees that after the occurrence of an event of force majeure, it will take such steps as may thereafter be within its reasonable control to mitigate the cause or causes preventing the Company from carrying out its obligations under this Agency Lease.

8.3. Remedy on Default; Right to Cure. Upon the occurrence of an Event of Default, the Agency shall declare, by written notice to the Company, that the Company is in default of this Agency Lease and that all payments then due and payable under this Agency Lease shall be immediately due (without acceleration), and, in addition to any other remedy which may be available under any applicable law, the Agency may, at its option, terminate this Agency Lease and the Company Lease. Notwithstanding any policy adopted by the Agency or anything herein to the contrary, the Agency's ability to suspend, discontinue or modify the Financial Assistance shall be limited to the Agency's rights under this Section 8.3, to terminate this Agency Lease and the Company Lease, and Section 3.5(e) above.

8.4. No Remedy Exclusive. No course of dealing and no delay or omission by the Agency in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Agency may remedy any default by the Company hereunder or with respect to any other Person in any reasonable manner without waiving such default. All rights and remedies of the Agency hereunder are cumulative.

8.5. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company defaults under any of the provisions of this Agency Lease or any other Transaction Document and the Agency retains attorneys or incurs other expenses for the collection of amounts payable hereunder or thereunder, or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein or therein contained, the Company shall, on demand therefor, pay to the Agency such fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, whether an action is commenced or not.

ARTICLE IX

TERMINATION OF THIS AGENCY LEASE; OPTION IN FAVOR OF THE COMPANY

9.1. Early Termination. The Company shall have the option to terminate this Agency Lease and the Company Lease at any time prior to the termination date specified in Section 4.2 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 9.1.

9.2. Obligation to Purchase Project Facility. Upon termination of this Agency Lease and the Company Lease in accordance with Section 4.2 or Section 9.1 hereof, the Company shall pay all sums required to be paid (without acceleration) to the Agency or any other Person pursuant to this Agency Lease and the other Transaction Documents. Any obligation of the Agency under this Section 9.2 to terminate its interest in the Project Facility will be subject to there being no Event of Default existing hereunder, and there being no other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

9.3. Conveyance Upon Termination. The Agency shall, upon the satisfaction of the conditions set forth in Sections 9.1 and 9.2 hereof, deliver all necessary documents (a) to terminate the Company Lease and this Agency Lease; (b) 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 or condemnation awards with respect to the Project Facility; and (c) to discharge and release any security interest or lien of any nature held by the Agency.

9.4. Partial Termination. The provisions of this Article shall apply to any partial termination of the Transaction Documents with respect to any interest or parcel that has been released from the Transaction Documents pursuant to Section 7.7 of this Agency Lease or as otherwise permitted hereunder. The Transaction Documents shall remain in full force and effect with respect to interests not released therefrom.

ARTICLE X

MISCELLANEOUS

10.1. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given, if by delivery, when delivered and, if delivered by mail, on the second day following the day on which mailed by certified mail, postage prepaid, addressed as follows:

To the Agency: County of Chautauqua Industrial Development Agency
 201 West Third Street, Suite 115
 Jamestown, New York 14701
 Attention: Administrative Director, CEO

With a copy to: Phillips Lytle LLP
201 West Third Street, Suite 205
Jamestown, NY 14701
Attention: Gregory Peterson, Esq.

To the Company: Arkwright Summit Wind Farm, LLC
Attn: General Counsel
c/o EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, Texas 77002

with a copy to: Swartz Moses PLLC
1583 East Genesee Street
Skaneateles, New York 13152
Attention: Peter H. Swartz, Esq.

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

10.2. Binding Effect. This Agency Lease 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 Agency Lease, their respective successors and assigns.

10.3. Severability. In the event any provision of this Agency Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.4. Execution of Counterparts. This Agency Lease 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.

10.5. Integrated Agreement; Amendments. This Agency Lease represents the entire agreement between the parties hereto on the subject matter hereof and may not be amended, changed, modified or altered except by an instrument in writing signed by the parties hereto.

10.6. Survival of Certain Obligations. The obligations of the Company to make payments required by the provisions of this Agency Lease and to provide the indemnity required by Sections 3.1, 5.6 and 6.2(c) hereof shall survive the termination of this Agency Lease, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

10.7. Net Lease. The obligation of the Company to make the payments specified in this Agency Lease shall be absolutely net to the Agency without any abatement, recoupment, diminution, reduction, deduction, counterclaim, set-off or offset whatsoever, so that this Agency Lease shall yield, net, to the Agency, the payments set forth herein.

10.8. Applicable Law. This Agency Lease shall be governed and construed under the internal laws of the State, as the same may be in effect from time to time, without regard to principles of conflicts of law.

10.9. Headings for Convenience Only. The descriptive headings in this Agency Lease are inserted for convenience only and shall not control or affect the meaning or construction of any provisions hereof.

10.10. WAIVER OF JURY TRIAL. THE AGENCY AND THE COMPANY HEREBY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN CONNECTION WITH THIS AGENCY LEASE OR ANY OTHER TRANSACTION DOCUMENT.

10.11. Third Party Beneficiaries. Nothing in this Agency Lease is intended to be for or inure to the benefit of any Person other than the parties hereto.

10.12. Lender Right to Cure.

(a) Whenever any Event of Default hereof shall have occurred and be continuing with respect to this Agency Lease, the remedies of the Agency shall be limited to the rights hereunder, subject to the rights of any Lender to cure any such Event of Default as set forth below.

(b) For the purposes of this Agency Lease, the terms "mortgage" or "mortgages" shall include any mortgage, leasehold mortgage, purchase money mortgage or other security instrument or instruments of which the Agency has notice and secured by the Project Facility and used in the jurisdiction in which the Project Facility is located, such as, without limitation, mortgages, deeds of trust, financing statements, assignments of leases, rents and/or profits, security agreements and other documentation which a lender may require, and the term "Lender" shall include the secured party under any of the foregoing instruments.

(c) If the Company, and/or its successors and assigns, shall mortgage or grant a security interest in its interest in the Project Facility, or a portion thereof, the Agency agrees to join in such mortgage or security agreement with respect to the Agency's interest in the Project Facility subject to its standard policies and procedures. ANY SUCH MORTGAGE OR SECURITY AGREEMENT SHALL BE A LIMITED, NON-RECOURSE OBLIGATION OF THE AGENCY AND SHALL IN NO EVENT REQUIRE THE PAYMENT BY THE AGENCY TO ANY PARTY OF ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, PRINCIPAL, INTEREST OR ANY OTHER AMOUNT SECURED BY ANY SUCH MORTGAGE AND SHALL OTHERWISE BE REASONABLY ACCEPTABLE TO THE AGENCY. With respect to any such mortgage, so long as such mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Lender to the Agency, the following provisions shall, subject to and unless otherwise prohibited by all applicable law including, but not limited to, the Act, apply (in respect of such mortgage and of any other mortgages which also comply with the above):

(i) The Agency shall simultaneously serve a copy of any communications declaring an Event of Default upon the Lender in the manner set forth in Section 8.3 hereof, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon the Lender in the manner provided in Section 10.1 of this Agency Lease for the giving of notice.

(ii) If an Event of Default susceptible to cure occurs, the Lender shall have (i) in the case of monetary and/or insurance related defaults twenty (20) days, and (ii) in the case of non-monetary defaults thirty (30) days after notice to the Lender of such default (which notice shall be given in the manner set forth in Section 8.3 hereof), 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 such Lender as if same had been done by the Company. Each notice of Event of Default given by the Agency will state the amounts of any payments herein provided that are then claimed to be in default.

(iii) If, before the expiration of a Lender's cure period as provided in Section 10.12(c)(ii) hereof, the Lender shall have paid or caused to be paid to the Agency, all payments provided for and then in Default, and/or in the case of non-monetary Defaults, shall have agreed to commence and prosecute the cure and then commenced or caused to be commenced the cure of such non-monetary Defaults, if any are then in Default, and shall prosecute or cause the prosecution of same to completion with reasonable diligence (collectively, the "Extended Cure Period"), then the Agency shall not exercise any of its rights and remedies hereunder until expiration of the Extended Cure Period.

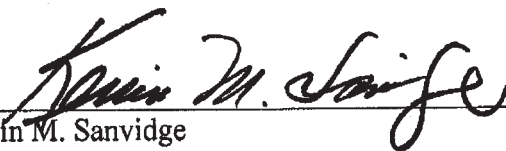
(iv) Subject to 10.12(c)(i) the Company (and not the Agency) shall give the Lender notice of any arbitration or other proceeding or dispute by or between the parties hereto, and the Lender shall have the right to intervene therein and be made a party to any such arbitration or other proceeding.

10.13. Supersession. Upon the recording of a memorandum hereof, this Agency Lease shall supersede the Preliminary Agreement between the Agency and the Company dated as of December 30, 2015 and the Agency and the Company agree that the Preliminary Agreement shall be terminated, void, and of no further force and effect as of that date.


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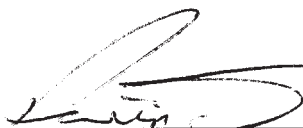
IN WITNESS WHEREOF, the Agency and the Company have hereby executed this Agency Lease as of the date first above written.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Kevin M. Sanvidge
Administrative Director/CEO

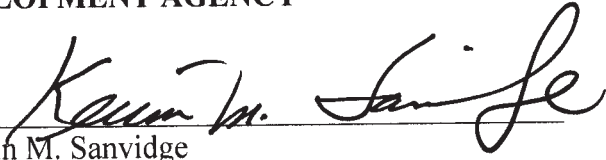
ARKWRIGHT SUMMIT WIND FARM LLC

fo By: 
Name: Gabriel Alonzo Imaz
Title: Chief Executive Officer

fw By: 
Name: Phillip Westerby
Title: Executive Vice President, Technical

IN WITNESS WHEREOF, the Agency and the Company have hereby executed this Agency Lease as of the date first above written.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By 
Kevin M. Sanvidge
Administrative Director/CEO

ARKWRIGHT SUMMIT WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)

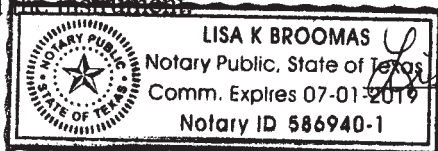
On the 3rd day of October, 2016 before me, the undersigned, a notary public in and for said state, personally appeared Kevin M. Sanvidge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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.

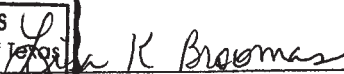

Notary Public

CRYSTAL L. ALMETER, #01AL5088075
Notary Public, State of New York
Qualified in Cattaraugus County
My Commission Expires November 10, 2017

STATE OF ~~NEW YORK~~ ^{TEXAS})
) SS:
COUNTY OF Harris)

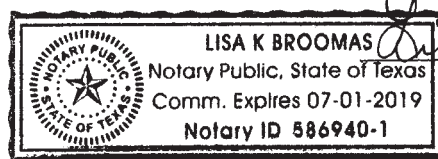
On the 4th day of October, 2016 before me, the undersigned, a notary public in and for said state, personally appeared Gabriel Alonso Imaz personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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

STATE OF ~~NEW YORK~~ ^{TEXAS})
) SS:
COUNTY OF Harris)

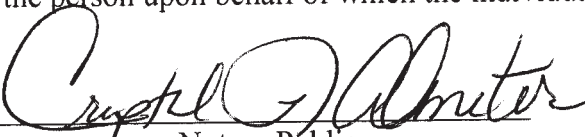
On the 4th day of October, 2016 before me, the undersigned, a notary public in and for said state, personally appeared Phillip Westerby personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)

On the 3rd day of October, 2016 before me, the undersigned, a notary public in and for said state, personally appeared Kevin M. Sanvidge, 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

CRYSTAL L. ALMETER, #01AL5088075
Notary Public, State of New York
Qualified in Chautauque County
My Commission Expires November 10, 2017

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ___ day of October, 2016 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 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

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ___ day of October, 2016 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 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

SCHEDULE A
DESCRIPTION OF FEE PARCELS

A leasehold interest created by a certain Agency Lease Agreement dated as of October 5, 2016 (the "Agency Lease") between Arkwright Summit Wind Farm LLC, a Delaware limited liability company (the "Company") and County of Chautauqua 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") in a portion of various fee simple interests held by the Company in certain parcels of land (the "Fee Parcels") located in the Town of Arkwright, County of Chautauqua, New York, said Fee Parcels being more particularly described below, together with any improvements now or hereafter located on the Fee Parcels (the Fee Parcels and all such improvements being sometimes collectively referred to as the "Leased Premises"):

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

(See Attached.)

**132.-2.-28 Arkwright Summit Wind Farm LLC; Warranty Deed recorded 7/24/09
under Instrument No. DE2009003381**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, County of Chautauqua and State of New York, being the southeast part of lot No 31 township 5 range 11 and is bounded on the east by Lot No. 23 8 chains 22 links on the south by lot No 30 24 chains 33 links on the west by a line parallel to the west bounds of lot No. 23 8 chains 22 links on the north by a line parallel to the north bounds of lot No. 30 24 chains 33 links Containing 20 acres be the same more or less.

ALSO OTHER PIECE OR PARCEL OF situate, lying and being in the Town of Arkwright, county and state aforesaid known as being a part of lot No 31 township 5 range 11 of the Holland Land Company s Survey and is bounded as follows: On the south by land formerly deeded to Levi Fairchild 60 chains and 83 links, west by lot No 39 8 chains 22 2/3 links, on the north by a line parallel with the south bounds of said lot 31 and at a distance of 16 chains 44 2/3 links north therefrom about 60 chains and 80 links and east by lot No 23 8 chains, 22 2/3 links. Containing 50 acres be the same more or less.

Subject to an Oil and Gas Lease given by Ralph Rider, John A. Swanson and Frieda E. Swanson to Robert R. Luber as agent by instrument dated November 16, 1976 which was recorded in the Chautauqua County Clerk's Office in Liber 1678 of Deeds at Page 183 on April 15, 1977; the party of the first part herein transfers, assigns and conveys all of their right, title and interest in and to such lease to the party of the second part.

SCHEDULE B
DESCRIPTION OF LEASEHOLD PARCELS

A leasehold interest created by a certain Agency Lease Agreement dated as of October 5, 2016 (the "Agency Lease") between Arkwright Summit Wind Farm LLC, a Delaware limited liability company (the "Company") and County of Chautauqua 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") in a portion of various leasehold interests held by the Company in certain parcels of land (the "Leasehold Parcels") located in the Towns of Arkwright and Pomfret, County of Chautauqua, New York, said Leasehold Parcels being more particularly described below, together with any improvements now or hereafter located on the Leasehold Parcels (the Leasehold Parcels and all such improvements being sometimes collectively referred to as the "Leased Premises"):

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

150.-1-49 Vera J. Allen, as Trustee under the Don R. Allen and Vera J. Allen Declaration of Trust dated November 5, 1990 – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004184, as amended by Amended and Restated Memorandum of Lease, recorded on 3/8/13 under Instrument No. DE2013001896.

Wind Energy Lease and Agreement dated April 27, 2007, by and between Vera J. J. Allen, Trustee under the Don R. Allen and Vera J. Allen Declaration of Trust dated November 5, 1990 and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated January 22, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map No. 150.00-1-49 (old # 150.00-1-48.00 & # 5-1-26.3), which said land is contained in an *Individual Quitclaim Deed* given by Don R. Allen and Vera J. Allen, husband and wife as joint tenants to Don R. Allen and Vera J. Allen, Trustees under Declaration of Trust dated November 5, 1990 whereby Don R. Allen and Vera J. Allen are Trustors and Successor Trustee, said deed dated November 15, 1990 and recorded on February 8, 1991 in the Chautauqua County Clerk's Office in Book 2242 of Deeds, Page 173, and by that *Warranty Deed with Lien Covenant* given by Albert G. Fancher and Frances J. Fancher to the Trust of Don R. Allen and Vera J. Allen dated November 5, 1990, said deed dated October 2, 1991 and recorded October 18, 1991 in the Chautauqua County Clerk's Office in Book 2261 of Deeds, Page 645, both of which reference is made for a more detailed description and incorporated herein.

132.-2-17 Paul M. Baiocco and Stephanie Baiocco – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004195, as amended by Amended and Restated Memorandum of Lease, recorded 3/8/13 under Instrument No. DE2013001897

Wind Energy Lease and Agreement dated February 10, 2007, by and between Paul M. Baiocco and Stephanie Baiocco, his wife and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 3, 2007, as amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement dated April 26, 2013, between the parties

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map No. 132.00-2-17.00 (old # 2-1-40), which said land is contained in a *Warranty Deed with Lien Covenant* given by Sharon L. Baiocco to Paul M. Baiocco and Stephanie Baiocco, his wife, dated August 28, 2003 and recorded on September 4, 2003 in the Chautauqua County Clerk's Office in Book 2527, Page 980, to which reference is made for a more detailed description and incorporated herein.

149.-1-32 Gregory J. Buckley - Memorandum of Lease recorded 7/17/08 under Instrument No. DE2008003578, as amended by Amended and Restated Memorandum of Lease, recorded 7/18/14 under Instrument No. DE2014003737

Wind Energy Lease and Agreement dated June 7, 2008, by and between Gregory J. Buckley and New Grange Wind Farm LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated June 5, 2014, between the parties.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map Section No. 149.00 as Parcel No. 149.00-1-32 (old # 5-1-21), which said land is contained in a *Warranty Deed with Lien Covenant* given by Gregory J. Buckley and Diana L. Buckley to Gregory J. Buckley, dated February 7, 2003 and recorded on February 21, 2003 in the Chautauqua County Clerk's Office as Instrument No. 2003-000935, Book 2513 of Deeds, Page 643, to which reference is made for a more detailed description and incorporated herein.

167.-1-7 and 167.-1-18.2.1 Vincent N. Demme, Jr., Trustee and Jennifer Demme, Trustee, as Co-Trustees of the Demme Living Trust, under Trust Agreement dated 11/9/09 – Memorandum of Lease, recorded 4/18/08 under Instrument No. DE2008001851, as amended by First Amendment to Memorandum of Lease and Second Amendment to Lease recorded 4/1/11 under Instrument No. DE2011001369, as assigned by Assignment of Lease, recorded 3/8/13 under Instrument No. DE2013001901, as amended by Amended and Restated Memorandum of Lease recorded 6/12/14 under Instrument No. DE2014003189

Wind Energy Lease and Agreement, by and between Camp Aloha, LLC, a New York limited liability company and New Grange Wind Farm LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement dated April 9, 2008, amended by that certain unrecorded Third Amendment to Wind Energy Lease and Agreement dated February 25, 2014, between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright, Tax Map No. 167.00 as Parcel Numbers 167.00-1-18.2.1 and 167.00-1-7, which said land is contained in a *Warranty Deed with Lien Covenant* from Camp Aloha, LLC to Vincent N. Demme, Jr., Trustee, and Jennifer Demme, Trustee, as Co-Trustees of the Demme Living Trust under Trust Agreement dated November 9, 2009, being a portion of the same premises conveyed in a *Warranty Deed with Lien Covenant* executed by Ben Aaron and Shirley W. Aaron to Camp Aloha, LLC, dated May 24, 2007 and recorded June 1, 2007 in the Chautauqua County Clerk's Office in Liber 2626 of Deeds, Page 959, and conveyed by that certain warranty deed recorded August 8, 2012 in the Chautauqua County Clerk's Office, New York as Instrument No. DE2012004700 to which reference is made for a more detailed description and incorporated herein.

149.-2-17; 149.-2-16; 149.-2-13 and 149.-2-29 Christopher C. Cannon – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004183, as amended by Amended and Restated Memorandum of Lease recorded 9/13/13, under Instrument No. DE2013005462; as

further amended by Second Amendment to Amended and Restated Memorandum of Lease and Third Amendment to Lease recorded 5/14/14 under Instrument No. DE2014002704

Wind Energy Lease and Agreement dated May 25, 2007, by and between Christopher C. Cannon and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement dated May 25, 2007, as amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement dated August 26, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on Town of Arkwright Tax Map No. 149 as Parcel Nos. 149.00-2-16 (old # 5-1-39.2.2), 149.00-2-13 (old # 5-1-40.2), 149.00-2-29 (old # 5-1-45), and 149.00-2-17 (old # 5-1-38.2), which said lands are contained in a [Parcel 1] *Full Covenant Deed with Lien Covenant* made by Earl O. Cardot and Frances E. Cardot to Christopher C. Cannon, dated May 22, 1985 and recorded on June 4, 1985 in the Chautauqua County Clerk's Office in Book 2054 at page 355, and corrected by *Quit Claim Deed* made by Earl O. Cardot and Frances E. Cardot to Christopher C. Cannon, dated October 9, 1994 and recorded on October 18, 1999 in the Chautauqua County Clerk's Office in Book 2425 at Page 407 AND [Parcel 2] *Quit Claim Deed* made by Earl O. Cardot and Francis E. Cardot to Christopher C. Cannon dated October 9, 1999 and recorded on October 18 1999 in the Chautauqua County Clerk's Office in Book 2425 at page 410, to which reference is made for a more detailed description and incorporated herein.

167.-1-2, 167.-1-1 & 167-1-6 The Holy Family Roman Catholic Church Society of the City of Buffalo - Memorandum of Lease recorded 12/31/2015 under Instrument No. DE2015007460

Wind Energy Lease and Agreement dated June 12, 2015, by and between The Holy Family Roman Catholic Church Society of the City of Buffalo, a religious corporation and Arkwright Summit Wind Farm LLC, a Delaware limited liability company

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York designated on the Town of Arkwright Tax Map. No. 167, as Parcel No. 167-1-1 (old # 8-1-7), 167-1-2 (old # 8-1-9) and 167-1-6 (old # 9-1-19), which said land is contained in a *Warranty Deed* made by George Brennan to Holy Family Parish, Inc., a religious corporation, dated October 7, 1963 and recorded on October 17, 1963 in the Chautauqua County Clerk's Office in Book 1228 of Deeds at page 101, to which reference is made for a more detailed description and incorporated herein.

131.-1-45, 148.-2-34, and 148.-2-7 Samuel R. Conti a/k/a Sam Conti, Sr., a/k/a Samuel R. Conti Sr. and Patricia A. Conti, Russell A. Conti and Kimberly A. Conti; Samuel R. Conti, Jr., Alexander L. Conti, Russell A. Conti and Cynthia R. Page- Memorandum of Lease

recorded 8/7/08 under Instrument No. DE2008004052, as amended by First Amendment to Lease and First Amendment to Memorandum of Lease recorded 4/21/09 under Instrument No. DE2009001798; further amended by Second Amendment to Lease and Second Amendment to Memorandum of Lease recorded 3/17/11 under Instrument No. DE2011001035, as assigned by Assignment of Lease, recorded 6/17/15 under Instrument No. DE2015003453

Wind Energy Lease and Agreement dated July 16, 2008, by and between Samuel R. Conti, a/k/a Sam Conti, Sr. a/k/a Samuel R. Conti, Sr. and Patricia A. Conti and New Grange Wind Farm LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Pomfret and the Town of Arkwright, Chautauqua County, New York, designated on the Town of Pomfret and Arkwright Tax Map Nos. **131 and 148**, as Parcel Numbers **131-3-45, 131-1-47, 131-3-48, 131-3-46, 131-3-47, 131.17-1-16, 148-2-7, 148-2-34, 131-1-45, 131-1-37 and 131-1-36**, which said land is contained in Warranty Deed with Lien Covenant executed by Hazel L. Conti, surviving wife of John R. Conti, Sr. and Samuel R. Conti, Sr. and Patricia A. Conti, husband and wife to Samuel R. Conti and Patricia A. Conti, husband and wife, as tenants by the entirety, dated May 18, 2000 and recorded May 24, 2000 in the Chautauqua County Clerk's Office in Liber 2442 of Deeds, Page 4 (covers all of the above tax parcels), to which reference is made for a more detailed description and incorporated herein.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Pomfret, Chautauqua County, New York, designated on the Town of Pomfret Tax Map No. **131**, as Parcel Number **131.17-1-9**, which said land is contained in Warranty Deed with Lien Covenant executed by John Conti, Sr. and Hazel Conti to Sam Conti, Sr. and Patricia Conti, husband and wife, as tenants by the entirety, with right of survivorship, dated October 5, 1990 and recorded February 22, 1991 in the Chautauqua County Clerk's Office in Liber 2243 of Deeds, Page 91 to which reference is made for a more detailed description and incorporated herein.

150.-1-39 Howard Crowell and Alyce Crowell – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004199, as amended by Amended and Restated Memorandum of Lease recorded 3/8/13 under Instrument No. DE2013001898.

Wind Energy Lease and Agreement dated February 10, 2007, by and between Howard Crowell and Alyce Crowell, husband and wife, as tenants by the entirety and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map No. 150.00-1-39.00 (old # 5-1-37.4.1), which said land is contained in a *Warranty Deed with Lien Covenant* given by Donald Crowell, Hazel Crowell and Howard Crowell to Howard Crowell and Alyce Crowell, husband and wife, as tenants by the entirety, dated July 3, 1995 and recorded on July 7, 1995 in the Chautauqua County Clerk's Office in Book 2333 of Deeds, Page 140, to which reference is made for a more detailed description and incorporated herein.

150.-1-33 Terence A. Dietzen and Astrid M. Dietzen – Memorandum of Lease recorded 6/4/13 under Instrument No. DE2013003106

Wind Energy Lease and Agreement dated April 26, 2013, by and between Terrence A. Dietzen and Astrid M. Dietzen, husband and wife as Tenants by the Entirety and Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map as Parcel No. 150.00-1-33 (old # 5-1-32), which said land is contained in a *Warranty Deed with Lien Covenant* given by Jack D. White and Beverly J. White to Terrence A. Dietzen and Astrid M. Dietzen, husband and wife as Tenants by the Entirety, dated March 4, 2002 and recorded on March 7, 2002 in the Chautauqua County Clerk's Office in Book 2488 of Deeds at page 975, to which reference is made for a more detailed description and incorporated herein.

149.-1-56 David W. DiSaverio and Melinda A. DiSaverio – Memorandum of Lease recorded 1/15/08 under Instrument No. DE2008000182, as assigned by Assignment of Lease recorded 3/29/11 under Instrument No. DE2011001286, as amended by Amended and Restated Memorandum recorded 6/4/13 under Instrument No. DE2013003101, as further amended by Second Amendment to Wind Energy Lease and Agreement recorded _____, 2016 under Instrument No. _____.

Wind Energy Lease and Agreement dated July 23, 2007, by and between Paul J. Rosten and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated May 10, 2013, as further amended by unrecorded Second Amendment to Wind Energy Lease and Agreement dated September 1, 2016, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. 149 as Parcel No. 149.00-1-56, which said land is contained in an *Executor's Deed* given by Barbara A. Rosten, as Trustee and as Executor of the Last Will and Testament of Paul J. Rosten, a/k/a Paul Rosten, deceased to David W. DiSaverio and Melinda A. DiSaverio, husband and wife, as tenants by the entirety with right of survivorship, dated November 23, 2009 and recorded on November 24, 2009 in the Chautauqua County Clerk's Office in Book 2689 of Deeds, Page 586, to which reference is made for a more detailed description and incorporated herein.

132.-1-21 Rev. Raymond A. J. Donohue – Memorandum of Lease recorded 9/12/08 under Instrument No. DE2008004742

Wind Energy Lease and Agreement dated April 30, 2008, by and between Rev. Richard J. Gill, as to a Life Estate, Remainder in Rev. Raymond A.J. Donohue and New Grange Wind Farm LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map as Section No. 132, Parcel No. 132-1-21, which said land is contained in a *Warranty Deed* given by Rev. Richard J. Gill and Patricia McDonough to Rev. Raymond A.J. Donohue dated May 23, 2000 and recorded on May 26, 2000 in the Chautauqua County Clerk's Office in Book 2442 of Deeds at Page 305 (reserving life use to Rev. Richard J. Gill), William H. Gorman and Carole A. Gorman, husband and wife to David L. Larson and to which reference is made for a more detailed description and incorporated herein.

132.-2-55 and 132.-2-58 James D. Dunning, Sr. – Memorandum of Lease recorded 7-17-08 under Instrument No. DE2008003584, as amended by Amended and Restated Memorandum of Lease recorded 9/13/13 under Instrument No. DE2013005463.

Wind Energy Lease and Agreement dated October 1, 2007, by and between James D. Dunning, Sr. and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated August 26, 2013, between the parties.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map Section No. 132 as Parcel Nos. 132.00-2-55 (old # 4-1-27) and 132.00-2-58 (old # 1-1-26), which said land is contained in a *Warranty Deed with Full Covenants* given by Tyson E. McElhaney to James D. Dunning, Sr., dated December 7, 2004 and recorded on December 16, 2004 in the Chautauqua County Clerk's Office in Page 2562 of Deeds, Page 380, and as Instrument No. 2004-007941, to which reference is made for a more detailed description and incorporated herein.

132.-2-26 Gail Fitzgerald a/k/a Gail Fitz-Gerald - Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004191, as amended by Amended and Restated Memorandum of Lease recorded 6/4/13 under Instrument No. DE2013003100.

Wind Energy Lease and Agreement dated May 15, 2007, by and between Gail Fitzgerald and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 24, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on Town of Arkwright Tax Map No. 132 as Parcel No. 132.00-2-26 (old # 2-1-33), which said land is contained in a *Warranty Deed with Lien Covenants* given by Jeffrey B. Trawinski and Jennifer L. Trawinski to Gail Fitzgerald dated May 31, 2007 and recorded on February 9, 2007 in the Chautauqua County Clerk's Office in Book 2619 at page 978, to which reference is made for a more detailed description and incorporated herein.

132.-2-30 Rudolph Halicki – Memorandum of Lease recorded 1/15/08 under Instrument No. DE2008000185.

Wind Energy Lease and Agreement dated July 18, 2007, by and between Rudolph Halicki and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map No. 132 as Parcel Number 132.00-2-30 [old #5-1-23.2], which said land is contained in a *Warranty Deed with Lien Covenant* made by Stanley Ryczko and Frances Ryczko to Rudolph Halicki, dated December 4, 1964 and recorded on December 7, 1964 in the Chautauqua County Clerk's Office in Book 1256 at page 34. [NOTE: Deed Includes Tax Map #5-1-23.2 and more].

to which reference is made for a more detailed description and incorporated herein.

132.-1-5.1 Donna H. Guillaume and Kay S.H. Barlow- Memorandum of Lease recorded 1/15/08 under Instrument No. DE20080000183, as amended by Amended and Restated Memorandum of Lease recorded 6/4/13 under Instrument No. DE2013003102, as assigned

by Assignment of Lease recorded 6/11/15 under Instrument No. DE2015003353, as amended by Second Amendment to Amended and Restated Memorandum of Wind Energy Lease and Agreement recorded _____, 2016, as Instrument No. DE2016 _____.

Wind Energy Lease and Agreement dated July 20, 2007, by and between Antoinette Harris, Trustee of the Antoinette Harris Living Trust and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated May 10, 2013, as amended by Second Amendment to Wind Energy Lease and Agreement dated _____, 2016, between the parties.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map No. 132, as Parcel No. 132.-1-5.1, which said land is contained in a *Warranty Deed* made by Antoinette Harris to Antoinette Harris, trustee of the Antoinette Harris Living Trust, dated August 22, 2003 and recorded on August 22, 2003 in the Chautauqua County Clerk's Office in Liber 2526 at page 932 as Instrument No. DE2003004975.

EXCEPTING THEREFROM:

All that tract or parcel of land situate in the Town of Arkwright, County of Chautauqua and State of New York, being a part of Lot 48, Township 5, and Range 11 of the Holland Land Company's survey, and more particularly described as follows:

Beginning in the centerline of Straight Road (66 feet wide) as now laid out and occupied at the intersection thereof with the westerly line of lands conveyed to Harris by deed recorded in Liber 1141 of Deeds at Page 261 in the office of the Chautauqua County Clerk, said point of beginning also being located 1036.6 feet easterly along said centerline of Straight Road from the intersection thereof with the west line of said Lot 48; thence continuing easterly a distance of 465 feet along said centerline of Straight Road to a point; thence southerly at an interior angle of 90 degrees 03 minutes a distance of 554 feet through said Harris lands to an iron pin, and passing through an iron pin located 33 feet southerly along the last described course from said centerline of Straight Road; thence westerly at an interior angle of 89 degrees 57 minutes a distance of 461.7 feet through said Harris lands to an iron pin in the westerly line thereof; thence northerly at an interior angle of 90 degrees 24 minutes a distance of 554 feet along said westerly line of Harris lands to the point or place of beginning, and passing through an existing iron pin located 28 feet southerly along the last described course from said centerline of Straight Road and containing 5.9 acres of land more or less.

149.-2-15 and 149.-2-14 Thomas and Marie Jurczak – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004192, as amended by Amended and Restated Memorandum of Lease recorded 5/9/13 under Instrument No. DE2013002752

Wind Energy Lease and Agreement dated May 8, 2007, by and between Thomas Jurczak and Marie Jurczak, husband and wife, as tenants by the entirety and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 8, 2013, between the parties

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on Town of Arkwright Tax Map No. 149 as Parcel Nos. 149.00-2-15 (old # 5-1-39.1) and 149.00-2-14 (old # 5-1-40.1), which said lands are contained in a *Deed with Lien Covenants* given by Donald L. Kerr and Vivian M. Kerr to Thomas Jurczak and Marie Jurczak, dated June 1, 1972 and recorded in the Chautauqua County Clerk's Office in Book 1426 at page 232, to which reference is made for a more detailed description and incorporated herein.

132.-2-46 Kaizer Kamble – Memorandum of Lease recorded 5/29/09 under Instrument No. DE2009002400

Wind Energy Lease and Agreement dated May 8, 2009, by and between Kaizer T. Kamble and Arkwright Summit Wind Farm LLC, a Delaware limited liability company

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map No. **132**, as Parcel No. **132-2-46**, which said land is contained in a *Quit Claim Deed* made by Kaizer T. Kamble and Nancy J. Kamble to Kaizer T. Kamble, dated October 12, 2007 and recorded on October 25, 2007 in the Chautauqua County Clerk's Office in Book 2638 of Deeds at page 638, to which reference is made for a more detailed description and incorporated herein.

132-2-43 Michael E. Lehman and Scott J. Lehman - Memorandum of Lease recorded 6/22/09 under Instrument No. DE2009002813 as assigned by Assignment of Lease recorded 11/19/13 under Instrument No. DE2013006769

Wind Energy Lease and Agreement dated April 21, 2009, by and between Betty A. Gaus, by and through Josef M. Powell, her agent and attorney-in-fact, as to a life estate interest and Michael E. Lehman and Scott J. Lehman and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated May 5, 2015, between the parties

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map No. **132.00** as Parcel No. **132.00-2-43**, which said land is contained in a *Warranty Deed with Lien Covenant* made by Albert H. Gaus and Betty A. Gaus, Husband and Wife, to Michael E. Lehman and Scott J. Lehman, dated January 24, 2006 and recorded on January 30, 2006 in the Chautauqua County Clerk's Office in Book 2592 of Deeds at page 539, to which reference is made for a more detailed description and incorporated herein.

132.-1-39 and 132.-1-7 Ernest H. Maslach, as Trustee of the Ernest H. Maslach Family Trust I dated November 12, 1997 – Memorandum of Lease recorded 4/21/09 under Instrument No. DE2009001790

Wind Energy Lease and Agreement dated November 7, 2008, by and between Ernest H. Maslach, as Trustee of the Ernest H. Maslach Family Trust I Dated November 12, 1997 and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded Amendment to Wind Energy Lease and Agreement dated January 22, 2009, between the parties

All that certain tract of land situated in the Town of Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. **132** as Parcel Nos. **132.00-1-39** (old # 2-1-10) and **132.00-1-7** (old #1-1-24), and designated on the Town of Sheridan Tax Map Section No. **115** as Parcel No. **115-3-34** (old # 15-1-33) which said lands are contained in a *Warranty Deed with Lien Covenants* given by Ernest Maslach to Ernest H. Maslach and Ronald Cooley, as Trustees of the Ernest H. Maslach Family Trust I dated November 12, 1997, dated November 12, 1997 and recorded on January 21, 1998 in the Chautauqua County Clerk's Office in Book 2380 of Deeds, Page 510, to which reference is made for a more detailed description and incorporated herein.

132.-2-29 Richard L. Matyjakowski and Marion L. Matyjakowski – Memorandum of Lease recorded 1/15/08 under Instrument No. DE2009000174, as amended by Amended and Restated Memorandum to Lease recorded 6/24/13 under Instrument No. DE2013003451

Wind Energy Lease and Agreement dated October 10, 2007, by and between Richard L. Matyjakowski and Marion L. Matyjackowski, husband and wife, as tenants by the entirety with grant of survivorship and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated May 23, 2013, between the parties

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated in the Chautauqua County Tax Map Section No. 132.00 as Parcel No. 132.00-2-29 (old # 2-1-30), which said land is contained in a *Warranty Deed with Lien Covenant* given by Arthur C. Mingle to Richard L. Matyjakowski and Marion L. Matyjakowski, husband and wife as tenants by the entirety with right of survivorship, dated May 14, 1986 and recorded on May 29, 1986 in the Chautauqua County Clerk's Office in Book 2093 of Deeds at page 504, to which reference is made for a more detailed description and incorporated herein.

149.-1-19 and 149.-1-20 Claude W. McAvoy and Debra A. McAvoy, as Life Tenants and David R. McAvoy, as Remainderman – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004196, as assigned by Assignment and Assumption Agreement recorded 6/4/13 under Instrument No. DE2013003098, as amended by Amended and Restated Memorandum of Lease recorded 6/4/13 under Instrument No. DE2013003099, as re-recorded on 7/8/14 under Instrument No. DE2014003585

Wind Energy Lease and Agreement dated February 10, 2007, by and between Claude W. McAvoy and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 3, 2007, as assigned by that certain unrecorded Assignment and Assumption dated January 24, 2013, as further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement dated April 24, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map Nos. 149.00-1-20 (old #5-1-50) and 149.00-1-19 (old # 5-1-51.1), which said land is contained in a *Warranty Deed – Life Use* given by Claude W. McAvoy, Debra A. McAvoy and David R. McAvoy to Claude W. McAvoy and Debra A. McAvoy, as to a life estate interest, and David R. McAvoy, as the remainderman, dated March 20, 2013 and recorded April 1, 2013, as Instrument No. DE2013002237, in the Chautauqua County Clerk's Office, Chautauqua County, New York, being the same property contained in a *Warranty Deed with Full Covenants* given by Claude W. McAvoy to Claude W. McAvoy, Debra A. McAvoy and David R. McAvoy, dated May 20, 2009 and recorded on May 29, 2009 in the Chautauqua County Clerk's Office in Book 2677 of Deeds, Page 838, and being the same property contained in a *Deed with Lien Covenants* given by Alzana C. McAvoy to Claude W. McAvoy, dated May 18, 1983 and recorded on May 27, 1983 in the Chautauqua County Clerk's Office in Book 1970 of Deeds, Page 47, to which reference is made for a more detailed description and incorporated herein.

132.-1-15 Melvin D. McLaughlin and Ann M. McLaughlin – Memorandum of Lease recorded 3/17/08 under Instrument No. DE20089001209

Wind Energy Lease and Agreement dated December 19, 2007, by and between Melvin D. McLaughlin and Ann M. McLaughlin and New Grange Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map as Section No. 132.00, Parcel No. 132-1-15 (old # 2-1-2), which said land is contained in a *Quit Claim Deed* given by the County of Chautauqua, a municipal corporation, to Melvin D. McLaughlin and Ann M. McLaughlin dated December 19, 1997 and recorded on January 8, 1998 in the Chautauqua County Clerk's Office in Book 2379 of Deeds at page 727, to which reference is made for a more detailed description and incorporated herein.

149.-2-19 Raymond F. Mingle, as Trustee of the Mingle Family Trust dated November 12, 2003 – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004187, as amended by Amended and Restated Memorandum of Lease recorded 8/12/13 under Instrument No. DE2013004670

Wind Energy Lease and Agreement dated June 13, 2007, by and between Raymond F. Mingle, Trustee of the Mingle Family Living Trust dated November 12, 2003 and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated July 8, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map No. 149.00-2-19 (old # 8-1-6), which said land is contained in a *Quit Claim Deed* given by Raymond F. Mingle, married, to Raymond F. Mingle and Constance A. Mingle, Trustees of the Mingle Family Living Trust dated November 12, 2003 dated November 12, 2003 and recorded on December 1, 2003 in the Chautauqua County Clerk's Office in Book 2533 of Deeds, Page 927, to which reference is made for a more detailed description and incorporated herein.

132.-1-18 Gregory John Morgan, Jr. a/k/a Gregory J. Morgan, Jr. – Memorandum of Lease recorded 6/17/15 under Instrument No. DE2015003454

Wind Energy Lease and Agreement dated April 30, 2015, by and between Gregory J. Morgan Jr. and Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. 132.00 as Parcel No. 132.00-1-18, which said land is contained in a *Deed* given by Michelle A. Ambrosoli to Gregory John Morgan, Jr., dated June 8, 2011 and recorded on June 10, 2011 in the Chautauqua County Clerk's Office under Instrument No. DE2011002489, being the same property as described in a *Warranty Deed Full Covenant* given by Diana M. Goulding to Michelle A. Ambrosoli dated August 20, 2009 and recorded on August 24, 2009 in the Chautauqua County Clerk's Office in Book 2683 of Deeds at page 208, both of which reference is made for a more detailed description and incorporated herein.

149.-2-11 Robert J. Sluberski and Allan G. Sluberski – Memorandum of Lease recorded on 7/31/07 under Instrument No. DE2007004193, as assigned by Assignment of Lease recorded on 12/18/12 under Instrument No. DE2012006754, as amended by Amended and Restated Memorandum of Lease recorded 6/24/13 under Instrument No. DE2013003449

Wind Energy Lease and Agreement dated May 8, 2007, by and between Frederick Staub and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated April 30, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on Town of Arkwright Tax Map No. 149 as Parcel No. 149.00-2-11 (old # 5-1-46.2), which said land is contained in an *Executor's Deed* given by Gerald Zarcone, as Executor of the Last Will and Testament of Frederick H. Staub, a/k/a Frederick Staub, deceased, to Nancy Lewis, Cindy Jolbert and Wendy Nati dated April 4, 2012 and recorded on April 25, 2012 in the Chautauqua County Clerk's Office in as Instrument No. DE2012002589, being the same land contained in a *Warranty Deed with Lien Covenant* given by Key Bank New York (formerly Key Bank of New York, N.A.) to Frederick Staub dated July 16, 1992 and recorded on December 3, 1992 in the Chautauqua County Clerk's Office in Book 2284 of Deeds, Page 216, both of which reference is made for a more detailed description and incorporated herein.

150.-1-38 Ruth De Golier Nichols a/k/a Ruth De Golier– Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004182, as amended by Amended and Restated Memorandum of Lease recorded 3/28/13 under Instrument No. DE2013002208

Wind Energy Lease and Agreement dated June 13, 2007, by and between Ruth De Golier Nichols (a/k/a Ruth De Golier) and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated March 1, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map Section No. 150 as Parcel No. 150.00-1-38 (prior parcel # 5-1-33.1), which said land is contained in a *Deed* given by Warren De Golier to Ruth De Golier, dated August 9, 1972 and recorded on August 10, 1972 in the Chautauqua County Clerk's Office in Book 1431 of Deeds, Page 22, to which reference is made for a more detailed description and incorporated herein.

132.-1-6 Ronald Pacos and Debra Pacos – Memorandum of Lease recorded 2/18/09 under Instrument No. DE2009000887

Wind Energy Lease and Agreement dated November 12, 2008, by and between Ronald Pacos and Debra Pacos and Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. **132.00** as Parcel No. **132.00-1-6** (old # 1-1-23), which said land is contained in a *Warranty Deed with Lien Covenant* given by Thomas Pacos, Albin Pacos, Jr., Julianne DiLorenzo, Ronald Pacos and David Pacos to Ronald Pacos and Debra Pacos, dated October 30, 2007 and recorded on November 8, 2007 in the Chautauqua County Clerk's Office in Book 2639 of Deeds at page 770, to which reference is made for a more detailed description and incorporated herein.

132.-1-41 The rightful heirs, if any, of Bernice Grupa, Ann Pauszek, Helen S. Wincenciak and Katherine Reading – Memorandum of Lease recorded 4/8/11 under Instrument No. DE2011001440

Wind Energy Lease and Agreement dated January 3, 2011, by and between Frank Grupa, Sr. as Executor of the Estate of Bernice Grupa, deceased, Ann Pauszek, Helen S. Wincenciak and Katherine Reading and Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. 132 as Parcel No. 132-1-41 (old # 2-1-11), which said land is contained in a **Warranty Deed** made by Willis Chandler Cobb and Nellie Cobb, Flora Elmina Horton, Willis Chandler Cobb and the said Flora Elmina Horton to Leo Schilling and Anna Schilling, dated August 17, 1920 and recorded on August 18, 1920 in the Chautauqua County Clerk's Office in Book 468 at page 323; and in a **Quit Claim Deed** made by Katherine Schilling (presumed to be the same person as Catherine Schilling) to Ann Pauszek, Bernice Grupa, Helen Wincenciak, Lawrence Schelling, Katherine Reading, Mary Butler (now known as Mary Kawski) and Benjamin Schilling, as tenants in common dated March 4, 1974 and recorded March 5, 1974 in Book 1490 of Deeds Page 41; Said Lawrence S. Schelling conveyed his interest to Benjamin Schilling, Ann Pauszek, Helen S. Wincenciak, Katherine Reading and Mary Esther Kawski by **Deed** dated May 19, 1987 and recorded June 10, 1987 in Book 2126 of Deeds, Page 117. Said Mary Kawski, formerly Mary Butler, conveyed her interest to Katherine Reading by **Deed** dated February 29, 1988 and recorded March 4, 1989 in book 2151 of Deeds Page 553. Said Benjamin Schilling conveyed his interest to Ann Pauszek and Helen S. Wincenciak as tenants in common by **Deed** dated September 1, 1988 and recorded September 7, 1988 in Book 2168 of Deeds Page 387, all of which reference is made for a more detailed description and incorporated herein.

132.-2-47 Shari Peck – Memorandum of Lease recorded 5/28/08 under Instrument No. DE2008002539

Wind Energy Lease and Agreement dated March 25, 2008, by and between Shari Peck and New Grange Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map as Section No. 132.00, Parcel No. 132-2-47 (old # 2-1.37.2), which said land is contained in a *Bargain and Sale Deed* given by Joseph A. Garofano and Joann Garofano to Shari Peck dated January 8, 1998 and recorded on January 26, 1998 in the Chautauqua County Clerk's Office in Book 2380 of Deeds at page 767, to which reference is made for a more detailed description and incorporated herein.

132.-2-27 James G. Potter – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004197, as amended by Amended and Restated Memorandum of Lease recorded 3/28/13 under Instrument No. DE2013002209

Wind Energy Lease and Agreement dated May 3, 2007, by and between James G. Potter and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright

Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated March 1, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on Town of Arkwright Tax Map No. 132 as Parcel No. 132.00-2-17 [old # 2-1-32], which said land is contained in a *Warranty Deed with Lien Covenants* executed by Richard H. Potter, individually and as surviving spouse of Jayne E. Potter, to James G. Potter, dated May 1, 1989 and recorded on May 2, 1989 in the Chautauqua County Clerk's Office in Book 2190 of Deeds, Page 264, to which reference is made for a more detailed description and incorporated herein.

132.-1-8 and 132.-1-14 Gregory D. Prechtl – Memorandum of Lease recorded 9/12/08 under Instrument No. DE2008004741

Wind Energy Lease and Agreement dated October 25, 2007, by and between Gregory D. Prechtl and New Grange Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated November 17, 2015, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map Section No. 132.00 as Parcel No. 132.00-1-8 (old 2-1-1.2), which said land is contained in a *Deed with Lien Covenants* given by Morgan D. Dowd and Dianne M. Dowd to Gregory D. Prechtl dated October 1, 1973 and recorded on October 10, 1973 in the Chautauqua County Clerk's Office in Book 1469 of Deeds at page 167, to which reference is made for a more detailed description and incorporated herein.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map Section No. 132.00 as Parcel No. 132.00-1-14 (old # 2-1-1.3), which said land is contained in a *Warranty Deed with Lien Covenants* given by Dorothy Smith, survivor of Herbert J. Smith and Dorothy Smith to Gregory D. Prechtl dated March 30, 1972 and recorded on April 6, 1972 in the Chautauqua County Clerk's Office in Book 1421 of Deeds at page 544, to which reference is made for a more detailed description and incorporated herein.

150.-1-50 Linda L. Ross f/k/a Linda L. Russell – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004185, as amended by Amended and Restated Memorandum of Lease recorded 3/8/13 under Instrument No. DE2013001899

Wind Energy Lease and Agreement dated April 17, 2007, by and between Linda L. Russell and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated January 22, 2013, and further amended by that certain unrecorded Second Amendment to Wind Energy Lease and Agreement dated May 13, 2014, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map Nos. 150.00-1-50.00 (old # 5-1-25.1) and 150.00-1-51.00 (old # 5-1-25.2), which said land is contained in a *Warranty Deed* given by Stanley B. Clark to Linda L. Russell, dated December , 1999 and recorded on December 16, 1999 in the Chautauqua County Clerk's Office in Book 2430 of Deeds, Page 285, to which reference is made for a more detailed description and incorporated herein.

150.-1-32 Alice M. Sanders and David P. Sanders – Unrecorded Memorandum of Wind Energy Lease and Agreement dated August 7, 2007 and as amended by that certain Amended and Restated Memorandum of Lease recorded 6/4/13 under Instrument No. DE2013003103

Wind Energy Lease and Agreement dated August 7, 2007, by and between Alice M. Sanders and David P. Sanders and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated May 10, 2013, between the parties.

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the of Chautauqua County Tax Map Section No. 150.00 as Parcel No. 150.00-1-32 (old # 5-1-31), which said land is contained in a *Deed with Lien Covenants* given by Alice Crowell, a/k/a Alice M. Sanders, to Alice M. Sanders and David P. Sanders, dated January 22, 1993 and recorded on March 22, 1993 in the Chautauqua County Clerk's Office in Book 2289 of Deeds, page 251 to which reference is made for a more detailed description and incorporated herein.

132.-2-31 Eugene Schmitt – Memorandum of Lease recorded 5/28/08 under Instrument No. DE2008002534, as amended by Amended and Restated Memorandum of Lease recorded 4/23/13 under Instrument No. DE2013002502

Wind Energy Lease and Agreement dated July 16, 2007, by and between Eugene Schmitt and Pickett Brook Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated March 11, 2013, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. 132 as Parcel No. 132.00-2-31 (old # 5-1-22), which said land is contained in a *Quitclaim Deed* given by Nicholas Catania and Russell J. Mancuso to Eugene Schmitt, dated December 3, 1954 and recorded on December 6, 1954 in the Chautauqua County Clerk's Office in Book 1005 of Deeds, page 542, to which reference is made for a more detailed description and incorporated herein.

132.-2-14 and 132.-2-15 Danyna D. Schultz, Tracey B. Schultz and Hillary G. Schultz – Memorandum of Lease recorded 7/31/07 under Instrument No. DE2007004198, as amended by Amended and Restated Memorandum of Lease recorded 3/8/13 under Instrument No. DE2013001900

Wind Energy Lease and Agreement dated February 16, 2007, by and between Dayna D. Schultz, Tracey B. Schultz and Hillary G. Schultz, as joint tenants with rights of survivorship and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated January 31, 2013, and further amended by that certain unrecorded First Amendment to Wind Energy Lease and Agreement dated March 23, 2015, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated as Chautauqua County Tax Map Nos. 132.00-2-14 (old # 1-1-25.2) and 132.00-2-15 (old # 1-1-25.4), which said land is contained in a *Deed* given by Rita M. Schultz, Trustee of David R. Schultz Trust dated December 8, 1994 to Dayna D. Schultz, Tracey B. Schultz and Hillary G. Schultz, as joint tenants with rights of survivorship, dated December 10, 1996 and recorded on December 12, 1996 in the Chautauqua County Clerk's Office in Book 2358 of Deeds, Page 638, to which reference is made for a more detailed description and incorporated herein.

150.-1-46 Mark Alan Shaw and Douglas Richmond – Memorandum of Lease recorded 6/13/12 under Instrument No. DE2012003322

Wind Energy Lease and Agreement dated May 31, 2012, by and between Mark Alan Shaw and Douglas Richmond, as Tenants in Common and Arkwright Summit Wind Farm LLC, f/k/a Pickett Brook Wind Farm LLC, a Delaware limited, a Delaware limited liability company.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map as Section No. **150.00**, as Parcel No. **150.00-1-46** (old # 5-1-28.1), which said land is contained in a *Warranty Deed with Lien Covenant* given by Shanna Mancuso to Mark Alan Shaw and Douglas Richmond, as Tenants in Common, dated December 13, 2011 and recorded on December 16, 2011 in the Chautauqua County Clerk's Office as Instrument Number 2011-006641; being the same land as conveyed in a *Quitclaim Deed* given by James L. Mancuso to Shanna Mancuso dated April 27, 2001 and recorded on July 16, 2003 in the Chautauqua County Clerk's Office in Book 2521 Deeds, Page 74, both of which reference is made for a more detailed description and incorporated herein.

132.-2-16 Joseph D. Sorrento and Jami L. Sorrento – Memorandum of Lease recorded 1/15/08 under Instrument No. DE2008000179, as amended by Amended and Restated Memorandum of Lease recorded 5/9/13 under Instrument No. DE2013002754; as further amended by Second Amended and Restated Memorandum of Lease recorded 5/14/14 under Instrument No. DE2014002703

Wind Energy Lease and Agreement dated July 19, 2007, by and between Joseph D. Sorrento and Jami L. Sorrento and Pickett Brook Wind Farm, LLC, a Delaware limited liability company, now known as Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Wind Energy Lease Agreement dated March 26, 2013, between the parties as amended by unrecorded Second Amendment to Wind Energy Lease and Agreement dated April 29, 2014, between the parties.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. 132 as Parcel No. 132.00-2-16 (old # 1-1-25.1), which said land is contained in a *Warranty Deed with Lien Covenants* given by Douglas B. & Richard J. Marien to Joseph D. & Jami L. Sorrento dated January 24, 1996 and recorded on February 16, 1996 in the Chautauqua County Clerk's Office in Book 2344 of Deeds, page 182, to which reference is made for a more detailed description and incorporated herein.

133.-1-33 Lyle L. Stanbro, Jr. and Debbie Stanbro – Memorandum of Lease recorded 4/7/11 under Instrument No. DE2011001420

Wind Energy Lease and Agreement dated March 1, 2011, by and between Lyle L. Stanbro, Jr. and Debbie Stanbro, as tenants by the entirety and Arkwright Summit Wind Farm LLC, a Delaware limited liability company.

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map No. 133, as Parcel No. 133-1-33, which said land is contained in a *Warranty Deed* made by James M. Bailen and Eugene W. Bailen to Lyle L. Stanbro, Jr. and Debbie Stanbro, as tenants by the entirety, dated January 2, 2009 and recorded on January 7, 2009 in the Chautauqua County Clerk's Office in Liber 2670 of Deeds at page 293, to which reference is made for a more detailed description and incorporated herein.

SCHEDULE C

DESCRIPTION OF EASEMENT PARCELS

A leasehold interest created by a certain Agency Lease Agreement dated as of October 5, 2016 (the "Agency Lease") between Arkwright Summit Wind Farm LLC, a Delaware limited liability company (the "Company") and County of Chautauqua 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") in a portion of various easement interests held by the Company in certain parcels of land (the "Easement Parcels") located in the Towns of Arkwright and Pomfret, County of Chautauqua, New York, said Easement Parcels being more particularly described below, together with any improvements now or hereafter located on the Easement Parcels (the Easement Parcels and all such improvements being sometimes collectively referred to as the "Leased Premises"):

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

132.-2-57 Robert S. Cain – Transmission Line Easement dated 10/3/11 recorded 11/29/11 under Instrument No. DE2011006289 by and between Robert S. Cain and Arkwright Summit Wind Farm LLC, an unrecorded Side Letter dated 9/30/11, and an unrecorded Side Letter dated 1/16/12

All that certain tract of land situate in the Town of Arkwright, Chautauqua County, State of New York designated on the Town of Arkwright Tax Map Section No. 132, as Parcel No. 132.00-2-57 (old # 1-1-53), which said land is contained in a *Quitclaim Deed* given by Gloria M. Wright and Joseph P. Wysocki to Robert J. Cain dated April 13, 2005 and recorded on February 13, 2009, in the Chautauqua County Clerk's Office in Book 2672 of Deeds at page 497.

149.-1-12.1 and 149-1-12.2 Sharon M. Domst, David A. Szydlo and John Peter Szydlo, Jr. – Transmission Line Easement dated 2/23/11 recorded 4/7/11 under Instrument No. DE2011001421, as amended by Amendment to Transmission Line Easement recorded 7/16/14 under Instrument No. DE2014003697, by and between Sharon M. Domst, David A. Szydlo and John Peter Szydlo, Jr. and Arkwright Summitt Wind Farm LLC, and an unrecorded Side Letter dated 2/23/11

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Maps No. 149, as Parcels Nos. 149.00-1-8 and 149.00-1-12, which said land is contained in a *Warranty Deed with Lien Covenant* made by Sharon M. Domst and David A. Szydlo, Individually and as Co-Executors of the Estate of Helen Mazur, a/k/a Helen W. Mazur, Helen W. Szydlo and Helen Wysocki Szydlo, and Thomas Richard Szydlo and John Peter Szydlo, Jr., being all of the heirs of Helen Mazur to Sharon M. Domst, David A. Szydlo and John Peter Szydlo, Jr., as tenants in common with a one-third (1/3) undivided interest, dated November 11, 2010 and recorded on December 10, 2010 in the Chautauqua County Clerk's Office in Book 2711 at page 620.

131.-1-46 Paul T. Metzler – Transmission Line Easement dated 12/9/15 recorded 2/25/16 under Instrument No. DE2016001740 by and between Paul T. Metzler and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, and an unrecorded Side Letter dated 12/9/15

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Pomfret, Chautauqua County, New York, designated on the Town of Pomfret Tax Map as Parcel No. 131.00-1-46, which said land is contained in a Warranty Deed made by William D. Berkshire and Martha R. Berkshire, his wife, to Paul T. Metzler dated January 4, 1965 and recorded on February 27, 2008 in the Chautauqua County Clerk's Office in Book 1257 of Deeds at page 455.

148.-1-11 Stoney Brook Park, LLC – Transmission Line Easement dated 12/10/08 recorded 4/21/09 under Instrument No. DE2009001791, as amended by Amendment to Transmission Line Easement recorded 3/10/16 under Instrument No. DE2016001970 by and between Stoney Brook Park, LLC and Arkwright Summit Wind Farm LLC, and an unrecorded Side Letter dated 12/10/08

All that certain tract of land situated in the Town of Pomfret, Chautauqua County, and State of New York designated on the Town of Pomfret, Tax Map Section No. 148.00 as Parcel No. 148.00-1-11 (old # 9-1-34.2) which said land is contained in a Warranty Deed with Lien Covenant given by Norman G. Hills to John L. Blasdel and Mildred D. Blasdel, dated June 29, 2001 and recorded on June 29, 2001 in the Chautauqua County Clerk's Office ("*Official Records*") in Book 2470 of Deeds at page 629, said land is also contained in a Quitclaim Deed given by the County of Chautauqua, New York, to Robert Wayne Bender Jr., dated July 25, 2013, recorded on August 7, 2013 as Instrument No. DE2013004532 8 in the Official Records, said land is further contained in a Warranty Deed given by Robert Wayne Bender Jr. to Stoney Brook Park, LLC, a New York limited liability company, dated September 20, 2013 and recorded on September 24, 2013, as Instrument No. DE2013005836 in the Official Records, to which reference is made for a more detailed description and incorporated herein.

148.-2-27 and 148-2-16 Leonard Szydlo – Transmission Line Easement dated 2/4/09 recorded 4/21/09 under Instrument No. DE2009001800, by and between Leonard Szydlo and Arkwright Summit Wind Farm LLC, and an unrecorded Side Letter dated 2/4/09

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map. No. 148.00 as Parcels No. 148.00-2-16 and 148-2-27, which said land is contained in *Warranty Deed with Lien Covenant* executed by Deborah Vincent, Individually and as Administratrix of the Estate of Otto Belden, deceased, James S. Belden; Charlotte Belden and Paul Belden to Leonard Szydlo, dated November 20, 1989 and recorded January 22, 1990 in the Chautauqua County Clerk's Office in Liber 2213 of Deeds, Page 277; and in *Warranty Deed with Lien Covenant* executed by Charles Vecchio and Theresa Vecchio, his wife to Leonard Szydlo, dated May 22, 1985 and recorded May 31, 1985 in the Chautauqua County Clerk's Office in Liber 2054 of Deeds, Page 274, to which reference is made for a more detailed description and

148.-2-20, 148.-2-23 and 148.-2-26 Helen Szydlo, Trustee of the Szydlo Family Living Trust – Transmission Line Easement dated 9/7/12 recorded 10/1/12 under Instrument No. DE2012, by and between Helen Szydlo, Trustee of the Szydlo Family Living Trust and Arkwright Summit Wind Farm LLC, and an unrecorded Side Letter dated 6/13/12

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Arkwright, Chautauqua County, New York, designated on the Town of Arkwright Tax Map. No. 148.00 as Parcel Nos. 148.00-2-23, 148.00-2-20 and 148.00-2-26, which said land is contained in a *Deed* made by Rafael Szydlo and Helen Szydlo, husband and wife, to Rafael Szydlo and Helen Szydlo Revocable Living Trust, dated February 16, 1994 and recorded on May 5, 1994 in the Chautauqua County Clerk's Office in Liber 2310 of Deeds at Page 862. to which reference is made for a more detailed description and

148.-2-22 Patricia A. Wilde – Transmission Line Easement dated 6/10/09 recorded 8/25/09 under Instrument No. DE2009003950 by and between Patricia A. Wilde and Arkwright Summit Wind Farm LLC, and an unrecorded Side Letter dated 6/10/09

All that certain tract of land situated in the Town of Arkwright, Chautauqua County, State of New York designated on the Chautauqua County Tax Map Section No. 132 as Parcel No. 132.00-1-40 (old # 2-1-14), which said land is contained in a *Warranty Deed with Lien Covenant* given by Paul E. Jacobs and Carol E. Jacobs to Paul E. Jacobs, Jr. and Belle C. Jacobs, dated January 14, 2002 and recorded on January 18, 2002 in the Chautauqua County Clerk's Office as Instrument No. 2002-00431.

SCHEDULE D
DESCRIPTION OF FUTURE FEE PARCELS

A leasehold interest created by a certain Agency Lease Agreement dated as of October 5, 2016 (the "Agency Lease") between Arkwright Summit Wind Farm LLC, a Delaware limited liability company (the "Company") and County of Chautauqua 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") in a portion of various future fee simple interests held by the Company in certain parcels of land (the "Future Fee Parcels") located in the Town Pomfret, County of Chautauqua, New York, said Future Fee Parcels being more particularly described below, together with any improvements now or hereafter located on the Future Fee Parcels (the Future Fee Parcels and all such improvements being sometimes collectively referred to as the "Leased Premises"):

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

(See Attached.)

131.-1.51 Sharon Hills – Short Form of Option Agreement recorded 6/4/13 under Instrument No. 2013003105, as amended by First Amendment to Option Agreement recorded 12/17/15 under Instrument No. DE2015007179

Option Agreement dated May 10, 2013, by and between Sharon J. Hills and Arkwright Summit Wind Farm LLC, a Delaware limited liability company, as amended by that certain unrecorded First Amendment to Option Agreement dated June 15, 2015, and further amended by that certain unrecorded Second Amendment to Option Agreement dated May 1, 2016, between the parties

All of that certain tract of land located in the Town of Pomfret, County of Chautauqua, State of New York designated on the Town of Pomfret Tax Map as Parcel No. 131.00-1-51 which said land is contained in a Warranty Deed with Covenant from Lottie S. Albrecht, formerly Lottie L. Straight to Sharon J. Hills, dated February 16, 1971 and recorded on February 25, 1971 in the Chautauqua County Clerk's office in Book 1396 of Deeds, Page 424.

[114.00-3-46 Patricia Dashiell

Unrecorded Contract for Sale of Real Property dated April 15, 2016, by and between Patricia Dashiell and Arkwright Summit Wind Farm LLC

ALL THAT TRACT OR PARCEL OF LAND, Situate and being in the Town of Pomfret, County of Chautauqua and State of New York and being part of Lot 8, Township 6, Range 12 of the Holland Land Company's Survey, and being more particularly described as follows:

Beginning on the westerly line of New York State Route 60 at the iron pin located a distance of 1010.36 feet southerly along said westerly line of New York State Route 10-from the centerline of Lakeview Avenue;

Thence north 81 degrees 04 minutes west (geodetic bearing) a distance of 300 feet to an iron pin;

Thence north 6 degrees 56 minutes east a distance of 218.3 feet to an iron pin;

Thence north 86 degrees 52 minutes east a distance of 321.5 feet to an iron pin on said westerly line of New York State Route 60;

Thence southerly along said westerly line, of New York State Route 60 following a circular curve to the east having a radius of 2924.79 feet for an arc length of 286.0 feet to the point or place of beginning, and containing 1.75 acres of land more or less.]

Portion of 131.00-1-45 Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, as to a life estate), Samuel R. Conti Jr., Russell A. Conti, and Alexander L. Conti, as tenants in common, as to the remainder- Short Form of Option Agreement dated June 9, 2016, recorded _____, 2016 under Instrument No. _____ by and between Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, as to a life estate), Samuel R. Conti Jr., Russell A. Conti, and Alexander L. Conti, as tenants in common, as to the remainder and Arkwright Summit Wind Farm LLC

Portion of that tract or parcel of land situate in the Town of Pomfret, Chautauqua County, New York, designated on the Town Pomfret Tax Map No. 131, as Parcel No. 131.00-1-45, which said land is acquired by Warranty Deed by Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, to Samuel R. Conti, Jr., Alexander L. Conti and Russell A. Conti, as tenants in common, dated March 14, 2011 and recorded in the Chautauqua County Clerk's Office on March 28, 2011 as Book 2717 of Deeds, page 213, to which reference is made for a more detailed description and incorporated herein.

SCHEDULE E
DESCRIPTION OF FUTURE LEASEHOLD PARCELS

A leasehold interest created by a certain Agency Lease Agreement dated as of October 5, 2016 (the "Agency Lease") between Arkwright Summit Wind Farm LLC, a Delaware limited liability company (the "Company") and County of Chautauqua 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") in a portion of various future leasehold interests held by the Company in certain parcels of land (the "Future Leasehold Parcels") located in the Towns of Arkwright and Pomfret, County of Chautauqua, New York, said Future Leasehold Parcels being more particularly described below, together with any improvements now or hereafter located on the Future Leasehold Parcels (the Future Leasehold Parcels and all such improvements being sometimes collectively referred to as the "Leased Premises"):

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

-NONE-

SCHEDULE F
DESCRIPTION OF FUTURE EASEMENT PARCELS

A leasehold interest created by a certain Agency Lease Agreement dated as of October 5, 2016 (the "Agency Lease") between Arkwright Summit Wind Farm LLC, a Delaware limited liability company (the "Company") and County of Chautauqua 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") in a portion of various future easement interests held by the Company in certain parcels of land (the "Future Easement Parcels") located in the Towns of Arkwright and Pomfret, County of Chautauqua, New York, said Future Easement Parcels being more particularly described below, together with any improvements now or hereafter located on the Future Easement Parcels (the Future Easement Parcels and all such improvements being sometimes collectively referred to as the "Leased Premises"):

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

Portion of 131.-1-45 Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, as to a life estate, Samuel R. Conti Jr., Russell A. Conti, and Alexander L. Conti, as tenants in common, as to the remainder – Transmission Line Easement dated June 9, 2016 recorded _____, 2016 under Instrument No. DE2016 _____ by and between Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, as to a life estate, Samuel R. Conti Jr., Russell A. Conti, and Alexander L. Conti, as tenants in common, as to the remainder and Arkwright Summit Wind Farm LLC

Portion of that tract or parcel of land situate in the Town of Pomfret, Chautauqua County, New York, designated on the Town Pomfret Tax Map No. 131, as Parcel No. 131.00-1-45, which said land is acquired by Warranty Deed by Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, to Samuel R. Conti, Jr., Alexander L. Conti and Russell A. Conti, as tenants in common, dated March 14, 2011 and recorded in the Chautauqua County Clerk's Office on March 28, 2011 as Book 2717 of Deeds, page 213, to which reference is made for a more detailed description and incorporated herein.

Portion of 131.-1-45 Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, as to a life estate, Samuel R. Conti Jr., Russell A. Conti, and Alexander L. Conti, as tenants in common, as to the remainder – Road Access Easement dated June 9, 2016, recorded _____, 2016 under Instrument No. DE2016 _____ by and between Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, as to a life estate, Samuel R. Conti Jr., Russell A. Conti, and Alexander L. Conti, as tenants in

common, as to the remainder and Arkwright Summit Wind Farm LLC and unrecorded Side Letter dated June 9, 2016 between the parties.

Portion of that tract or parcel of land situate in the Town of Pomfret, Chautauqua County, New York, designated on the Town Pomfret Tax Map No. 131, as Parcel No. 131.00-1-45, which said land is acquired by Warranty Deed by Samuel R. Conti, Sr., a/k/a Sam Conti Sr. and Samuel Conti and Patricia A. Conti, a/k/a Patricia Conti, husband and wife, to Samuel R. Conti, Jr., Alexander L. Conti and Russell A. Conti, as tenants in common, dated March 14, 2011 and recorded in the Chautauqua County Clerk's Office on March 28, 2011 as Book 2717 of Deeds, page 213, to which reference is made for a more detailed description and incorporated herein.

Exhibit A

EQUIPMENT

All equipment, machinery, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed and/or intended to be installed and/or to be acquired, constructed or installed in connection with the acquisition and installation of the Project of the Agency located on the real property or dedicated to the Project described on Schedule A to this Agency Lease (the "Land"), said Project to be acquired and installed by the Company as agent of the Agency pursuant to this Agency Lease and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, security system, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors and machinery;

(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 dedicated to the Project (cranes, gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Motorized vehicles dedicated to the Project (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 B

FORM OF SALES TAX EXEMPTION LETTER

_____, 2016

Arkwright Summit Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, Texas 77002

Re: County of Chautauqua Industrial Development Agency
ARKWRIGHT SUMMIT WIND FARM LLC

Ladies and Gentlemen:

The County of Chautauqua Industrial Development Agency (the "Agency") and ARKWRIGHT SUMMIT WIND FARM LLC (the "Company") agree as follows:

1. The Agency constitutes a corporate governmental agency and a public benefit corporation under the laws of the State of New York, and therefore, in the exercise of its governmental functions, including the acquisition of property, is exempt from the imposition of any New York State or Chautauqua County sales and use tax. As an exempt governmental entity, no exempt organization identification number has been issued to the Agency nor is one required.

2. Pursuant to a resolution adopted by the Agency on July 26, 2016 (the "Final Resolution") and an Agency Lease Agreement (as amended, modified, supplemented or restated, the "Agency Lease"), to be entered into between the Agency and the Company, the Agency has authorized the Company to act as its agent to acquire, construct, install and equip an industrial facility in Chautauqua County, New York, consisting of the following: (A) (1) the acquisition of an interest in approximately 6,500 acres of land located in the towns of Arkwright and Pomfret, County of Chautauqua, New York (collectively, the "Land"), (2) the construction and installation on the Land of: (i) up to two 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, and a system of gravel access roads, parking, landscaping and related improvements to the Land (collectively, the "Improvements"), and (3) the acquisition and installation therein and thereon or the acquisition and dedication thereto of certain equipment, including up to 36 wind turbines with a total rated capacity of up to

79.8 megawatts ("MW"), furniture, tools, spare parts, 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"). This agency appointment includes the power to delegate such agency to agents, contractors and subcontractors performing work on or making purchases for acquisition, construction, installation or equipping of the Project Facility (each an "Indirect Agent").

3. 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, Arkwright Summit Wind Farm LLC (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 Chautauqua Industrial Development Agency (the "Agency"), in connection with a certain project (the "Project") of the Agency consisting of the acquisition, construction, installation and equipping of a wind-powered electric generating facility located in the towns of Arkwright and Pomfret, County of Chautauqua, New York and rentals and the purchase of certain capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings, fuel, and 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 Chautauqua 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. By execution or acceptance of this [contract, agreement, lease, invoice, bill or purchase order], the [vendor, lessor, licensor, contractor or subcontractor] hereby acknowledges and agrees to the non-recourse provision set forth in this paragraph."

4. Rentals and the purchase of capital improvements, materials, machinery, equipment, trade fixtures, furniture, furnishings, fuel, and other tangible personal property necessary for the completion of the Project Facility (collectively, the "Property") and the purchase of services necessary for the acquisition, construction, installation and equipping of the Project Facility shall be exempt from sales and use taxes levied by the State of New York and the

County of Chautauqua on the condition that each item of Property or service shall solely be for the use of the Company at or in the Project Facility, and for no other entity and at no other location and shall be effected by and at the sole cost of the Company. .

5. The Agency shall have no liability or performance obligations under any contract, agreement, lease, invoice, bill or purchase order entered into by the Company or Indirect Agent, as agent for the Agency pursuant to the Agency Lease, and in the event liability should arise under any such contract, agreement, lease, invoice, bill, or purchase order, the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, lease, invoice, bill or purchase order in any manner and to any extent whatsoever, and, as between the Agency and the Company, the Company shall be the sole party liable with respect thereto.

6. By its acceptance of the terms of this letter, the Company agrees to accept the terms hereof and represents and warrants 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.

7. This Sales Tax Exemption Letter shall terminate on the earliest of (i) June 30, 2018, (ii) the completion of the Project Facility as provided in t the Agency Lease, (iii) the receipt by the Company of the Maximum Sales Tax Benefit (as defined in the Agency Lease), or (iv) the termination of the Agency Lease and/or revocation of the appointment of the Company as agent of the Agency (the earliest to occur of the foregoing, the "Termination Date"),

8. All vendors, lessors, licensors, contractors and subcontractors are hereby authorized to rely on a Form ST-123 or Form FT-123 (as defined in Paragraph 12 hereof) prepared by the Company and issued to such vendor, lessor, licensor, contractor or subcontractor pursuant to Paragraph 12 hereof as evidence that purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Company, as agent for the Agency, are exempt from all New York State and Chautauqua County sales and use taxes.

9. 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 Paragraph 3 hereof regardless of whether or not the provisions thereof 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.

10. THIS LETTER IS FOR THE SOLE PURPOSE OF AIDING THE COMPANY IN SECURING AN EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THIS PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.

11. The exemption from sales and use taxes provided under the Agency Lease 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.

12. 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 purchases and/or leases Property, or with which the Company enters into an improvement or installation contract or otherwise purchases services relating to the acquisition, construction, installation and equipping of the Project Facility. 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 purchases and leases of Property, and improvement and installation contracts relating to the acquisition, construction, installation and equipping of the Project Facility (but not the operation thereof), to the extent effected by the Company or Indirect Agent as agent for the Agency pursuant to the Agency Lease, are exempt from all New York State and Chautauqua County sales and use taxes. Pursuant to TSB-M-14(1.1)S issued by the New York State Department of Taxation and Finance, 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.

13. NYS General Municipal Law Section 874(8) requires the Company to file an Annual Statement with the New York State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340) regarding the value of sales and use tax exemptions the Company and Indirect Agent have claimed pursuant to the Agency Lease with respect to the Project and the Company hereby agrees to make such filing no later than January 31 of each year during which the Company claims any such exemptions. The penalty for failure to file such statement includes the removal of the Company's authority, and the authority of Indirect Agents, to act as agent of the Agency.

14. NYS General Municipal Law Section 874(9) requires the Agency to file within thirty (30) days of the date of appointment with the Department on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report" or "Form ST-60"), statements identifying the Company and all Indirect Agents, as agents of the Agency, setting forth the taxpayer identification numbers of such persons, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease. The Company agrees to timely provide the foregoing information to the Agency (but in any event within ten (10) days of any such appointment) and to otherwise cooperate with the Agency in connection with the preparation and filing of the Thirty-Day Sales Tax Report(s).

Very truly yours,

**COUNTY OF CHAUTAUQUA
INDUSTRIAL DEVELOPMENT
AGENCY**

By: _____

Name: Kevin M. Sanvidge

Title: Administrative Director/CEO

ACCEPTED AND AGREED TO BY:

ARKWRIGHT SUMMIT WIND FARM LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit C

Form of ALA Supplement

ALA SUPPLEMENT NO. ____

THIS ALA SUPPLEMENT NO. ____ dated as of _____, 20__ (this "ALA Supplement") by and between the COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at 201 West Third Street, Suite 115, Jamestown, New York 14701 ("Agency") and ARKWRIGHT SUMMIT WIND FARM LLC, a Delaware limited liability company, having an address of c/o EDP Renewables North America LLC, 808 Travis Street, Suite 700, Houston, Texas 77002 (the "Company");

W I T N E S S E T H :

WHEREAS, the Company and the Agency have heretofore entered into that certain Agency Lease dated as of October 5, 2016 (the "Agency Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in the Agency Lease;

WHEREAS, the Agency Lease provides for the execution and delivery by the Company and the Agency of an ALA Supplement, substantially in the form hereof, for the purpose of describing the Fee Parcels, Leasehold Parcels, and the Easement Parcels leased from the Agency to the Company pursuant to and in accordance with the terms of the Agency Lease;

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 4.1(a) of the Agency Lease, 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 Agency Lease, a leasehold interest in the Agency's (a) leasehold interest in the parcels of real property described in Exhibit A-1 attached hereto, (b) leasehold interest in the Company's leasehold interests in certain parcels of real property pursuant to the agreements referenced on Exhibit A-2 attached hereto, and (c) leasehold interest in the Company's easement rights in certain parcels of real property pursuant to the agreements referenced on Exhibit A-3 attached hereto, in each case, together with any and all Project-related building and improvements located thereon, including, the Improvements and the Equipment (collectively, the "Premises") for the term set forth in Section 5.2 of the Agency Lease.

2. This ALA Supplement shall be construed in connection with and as part of the Agency Lease, and all terms, conditions and covenants contained in the Agency Lease 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 ALA 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 ALA 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.

5. This ALA Supplement, or a memorandum thereof, shall be recorded by the Agency in the Office of the Clerk of the County of Chautauqua, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof.

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

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By _____
Kevin M. Sanvidge
Administrative Director/CEO

ARKWRIGHT SUMMIT WIND FARM LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)

On the ___ day of _____, _____ 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 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

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)

On the ___ day of _____, _____ 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 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

STATE OF NEW YORK)
) SS:
COUNTY OF CHAUTAUQUA)

On the ___ day of _____, _____ 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 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

Exhibit D

PILOT Agreement

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (“Agreement”) is made as of the 5th day of October, 2016 (“Effective Date”) by and between **ARKWRIGHT SUMMIT WIND FARM LLC**, a Delaware limited liability company, having an address of c/o EDP Renewables North America LLC, 808 Travis Street, Suite 700, Houston, Texas 77002 (the “Company”), and the **COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY**, a corporate government agency constituting a body corporate and politic and a public benefit corporation of the State of New York (the “Agency”) having an address at 201 W. Third Street, Suite 115, Jamestown, New York 14701.

WITNESSETH:

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended, (the “Enabling Act”) authorizes and provides for the creation of industrial development agencies in the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, expand, construct, reconstruct, lease, improve, maintain, equip, furnish, and dispose of one or more projects for the purpose of promoting, developing, encouraging, and assisting in the acquisition, expansion, construction, reconstruction, improvement, maintaining, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities, and thereby advance the job opportunities, general prosperity, and economic welfare of the people of the State of New York;

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 71 of the 1972 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the “Act”), the Agency, which has been created and established pursuant thereto for the benefit of the County of Chautauqua, proposes to undertake the Project described below;

WHEREAS, the Company presented an application for financial assistance to the Agency (the “IDA Application”), which IDA Application requested that the Agency consider undertaking a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in approximately 6,500 acres of land located in the towns of Arkwright and Pomfret, County of Chautauqua, New York (collectively, the “Land”), (2) the construction and installation on the Land of: (i) up to two 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, and a system of gravel access roads, parking, landscaping and related improvements to the Land (collectively, the “Improvements”), and (3) the acquisition and installation therein and thereon or the acquisition and dedication thereto of certain equipment, including up to 36 wind turbines with a total rated capacity of up to 79.8 megawatts (“MW”), furniture, tools, spare parts, 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 granting 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 sublease of the Project Facility by the Agency to the Company;

WHEREAS, the Company is the owner of fee simple, leasehold, and easement interests in the Land and of the Project-related improvements thereto constituting the Project Facility;

WHEREAS, the Company will lease the Project Facility to the Agency pursuant to a Company Lease Agreement dated as of the date hereof entered into between the Company, as lessor, and the Agency, as lessee (as amended, modified, restated or replaced from time to time, the “Company Lease”);

WHEREAS, the Agency proposes to undertake the Project as an authorized project under the Act and to sublease the interest of the Agency in the Project Facility to the Company pursuant to an Agency Lease Agreement dated as of the date hereof entered into between the Agency, as sublessor, and the Company, as sublessee (as amended, modified, restated or replaced from time to time, the “Agency Lease”);

WHEREAS, under the present provisions of the Act and under the present Section 412-a of the Real Property Tax Law of the State of New York, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or under its control;

WHEREAS, the taxing entities having jurisdiction over the Project Facility are the County of Chautauqua (the “County”), the Town of Arkwright, the Town of Pomfret (together with the Town of Arkwright, the “Towns”), Fredonia Central School District, Forestville Central School District, and Pine Valley Central School District (the three school districts are referred to together as the “School Districts”) (such taxing entities, and any successors thereto, being hereinafter collectively referred to as the “Taxing Entities” and, individually, as a “Taxing Entity”);

WHEREAS, the members of the Agency adopted a resolution (the “Preliminary Resolution”) on October 21, 2015 taking preliminary action toward the acquisition and straight leasing of the Project and authorizing the execution and delivery of a preliminary agreement (the “Preliminary Agreement”) with the Company with respect to the Project;

WHEREAS, The Agency and Company entered into the Preliminary Agreement on December 29, 2015;

WHEREAS, the granting of the portion of the Financial Assistance consisting of an exemption from real property taxes represents a deviation from the Agency’s uniform tax exemption policy with respect to the making of payments in lieu of real property taxes and the Administrative Director of the Agency (A) caused notice of a meeting of the Agency (the “IDA Meeting”) with respect to the proposed deviation from the Agency’s uniform tax exemption policy and guidelines to be mailed on November 12, 2015 to the chief executive officer of each affected tax jurisdiction; and (B) conducted the IDA Meeting on the date hereof and reviewed and responded to any comments or correspondence received from the affected tax jurisdictions at

or before the IDA Meeting regarding the proposed deviation from the Agency's uniform tax exemption policy and approved the proposed deviation prior to the adoption of the Final Resolution;

WHEREAS, the Administrative Director of the Agency (A) caused notice of public hearings of the Agency pursuant to Section 859-a of the Act (the "Public Hearing(s)") to hear all persons interested in the Project and the Financial Assistance contemplated by the Agency with respect to the Project, to be mailed on November 25, 2015 to the chief executive officer of the County of Chautauqua, New York (the "County") and of each other affected tax jurisdiction within which the Project Facility is or is to be located; (B) caused notice of the Public Hearings to be published on November 27, 2015 in the *Observer*, a newspaper of general circulation available to residents of the Town of Arkwright, the Town of Pomfret and the County; (C) conducted the Public Hearing for the Town of Pomfret on December 7, at 10:00 a.m. local time, at the Town Board Room, 9 Day Street, Fredonia, New York 14063; (D) conducted the Public Hearing for the Town of Arkwright on December 8, at 11:00 a.m. at the Town Board Room, 9543 Center Road, Fredonia, New York 14063; and (E) prepared a report of the Public Hearings (the "Report") which fairly summarizes the views presented at the Public Hearings and distributed the Report to the members of the Agency;

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 adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, et. seq., as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the Company must satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the Project;

WHEREAS, on January 10, 2008 New Grange Wind Farm, LLC (now, the Company) submitted a Joint Application for the Wind Overlay Zone and Special Use Permit to the Town of Arkwright Town Board ("Town Board"). The Joint Application included a Full Environmental Assessment Form Part 1 that addressed the proposed Project. On January 14, 2008, the Town Board declared its intent to act as, and subsequently assumed the role of, Lead Agency. Thus, the Town Board, as Lead Agency, subsequently issued a Positive Declaration requiring the preparation of an Environmental Impact Statement. A Draft Environmental Impact Statement ("DEIS") was accepted as complete on February 27, 2008;

WHEREAS, upon acceptance of the DEIS, the 30-day public comment period began, and public and agency comments were collected by mail, e-mail, and at the Arkwright Public Hearing, held in the Town of Arkwright on April 30, 2008. Following submission of the DEIS, revisions to the Project layout resulted in changes considered to be a material change by the Lead Agency, necessitating the preparation of a Supplemental Environmental Impact Statement ("SEIS"). The SEIS was submitted on April 3, 2009 and accepted as complete by the Lead Agency on April 13, 2009. Again, the Lead Agency received and reviewed public and agency comments on the DEIS and SEIS and the Company and various follow-up investigations were conducted to address those comments;

WHEREAS, as a result of those investigations and subsequent changes to the Project layout, including proposed use of different wind turbine technology, increase in proposed turbine

height, and the time that passed since the public was last given an opportunity to comment on this Project, the Company prepared an SEIS2 (submitted on October 2, 2015 and accepted as complete by the Lead Agency on October 12, 2015). Following conclusion of the subsequent public comment period for the SEIS2, the Lead Agency issued the Final Environmental Impact Statement ("FEIS") and notice of completion of the FEIS was published in the DEC Environmental Notice Bulletin on January 20, 2016;

WHEREAS, on February 8, 2016, the Town Board, as Lead Agency, issued its positive findings for the Project;

WHEREAS, on February 23, 2016, the Agency concurred with the Lead Agency's positive findings and issued its Statement of Findings ("Findings Statement"), by and through approving Resolution No. 02-23-16-03, pursuant to and consistent with the requirements of SEQRA;

WHEREAS, after the Lead Agency issued its positive findings and local zoning approvals and the Agency issued its Findings Statement, the Applicant determined that certain modifications to the Project with respect to its operation and maintenance center ("Modifications") were required, and submitted a Short Environmental Assessment Form to the Agency with respect thereto;

WHEREAS, as noted in the New York State Department of Environmental Conservation's SEQRA Handbook ("Handbook"), after a lead agency has issued its findings statement and final decision, any project modification which was not addressed in the environmental impact statement but which may have significant adverse environmental impacts, may be subject to a supplemental environmental impact statement;

WHEREAS, in such event, the Handbook notes that the original lead agency may continue in its role if it will have regulatory jurisdiction over the modification, or another involved agency which must approve the modification may be established as lead;

WHEREAS, in this instance, there were no other involved agencies, including the Lead Agency, that were taking any actions in connection with the Modifications or that maintained regulatory jurisdiction, and therefore, the Agency performed an environmental review of the Modifications and determined that there are no significant adverse environmental impacts associated with the Modifications that require the preparation of a supplemental environmental impact statement;

WHEREAS, the Agency subsequently issued its amended statement of findings, by and through approving Resolution No. 07-26-16-04, pursuant to and consistent with the requirements of SEQRA;

WHEREAS, the members of the Agency adopted a final resolution (the "Final Resolution") on July 26, 2016 taking official action toward and approving the straight lease documents for the Project;

NOW, THEREFORE, in consideration of the premises and the payments, agreements, and covenants hereinafter contained, the Company and the Agency formally covenant and agree as follows:

Section 1. Representations and Warranties. Each of the representations and warranties set forth in the Agency Lease are incorporated herein.

Section 2. Definitions. Unless otherwise defined herein, the terms used in this Agreement shall have the meaning specified in the Agency Lease.

Section 3. Tax-Exempt Status of Facility.

(a) Exemption Application. Within ten (10) business days following its receipt of the Notice to Proceed (defined below), the Agency shall complete and file an application for tax exemption pursuant to Section 412-a of the Real Property Tax Law (the "Exemption Application"). Such application shall be filed with the assessor of each of the Town of Arkwright and the Town of Pomfret (together, the "Assessors"). The Project Facility shall not be exempt from general *ad valorem* real property taxes ("Real Estate Taxes") on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the taxable status date occurring subsequent to the Agency becoming the holder of a leasehold interest in the Project Facility, the filing by the Agency of the appropriate applications for tax exemption, and the receipt of such applications by the appropriate tax assessors. The Company shall provide the Agency with all information required to complete the Exemption Application and shall provide such additional information and take such actions as are required by the Assessors to process the Exemption Application under Section 412-a of the Real Property Tax Law.

The foregoing process shall be utilized with regard to any Future Easement Parcels, Future Leasehold Parcels and/or Future Fee Parcels.

(b) Notice to Proceed/Operation Date. At any time prior to December 31, 2017, the Company shall provide notice to the Agency that it intends to proceed with construction of the Project Facility (the "Notice to Proceed"). Upon issuance of a Notice to Proceed, the Company covenants and agrees that the Project Facility shall be completed and a permanent certificate of occupancy applied for with respect thereto, if required by Applicable Laws, within twenty-four (24) months following the issuance of a Notice to Proceed and the Project Facility shall have commenced commercial operation, no later than eighteen (18) months following the issuance of a Notice to Proceed. Commercial operation of the Project Facility shall be deemed to be achieved on the date (the "Operation Date") on which the Project Facility commenced generating or transmitting electricity for sale, excluding electricity generated or transmitted as part of the Project Facility engaging in on-site test operations and commissioning prior to commercial operation (commercial operation shall be evidenced by the Company's notice to the New York Independent System Operator regarding commercial operation of the Project Facility which shall be given simultaneously to the Agency).

(c) Special Assessments. The parties hereto understand that the Real Estate Tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law does not entitle the Agency to exemption from

special assessments and special *ad valorem* levies (“Special District Taxes”). Pursuant to the Agency Lease, the Company will be required to pay all Special District Taxes lawfully levied and/or assessed against the Project Facility.

(d) Other Charges. If any taxes, assessments, service charges or other governmental charges that are not Real Estate Taxes or Special District Taxes become payable by the Agency or the Company on the rents under the Agency Lease or the Company Lease or the occupancy of or any interest of the Agency or the Company in the Project Facility or any part thereof or any personal property used in connection with the business conducted and located therein, the amount of any such tax, assessment or charges shall be paid by the Company. Furthermore, water charges, sewer rentals, sewage treatment charges, solid waste charges and any other charges in the nature of utility charges shall be paid directly by the Company and shall not be credited against nor affect in any manner any payment in lieu of Real Estate Taxes in any year and shall be computed pursuant to the formula adopted by the relevant Taxing Entity.

(e) Tax Years. The term of this Agreement shall be thirty (30) payment years covering the Tax Years illustrated in the schedule attached hereto as Schedule A. “Tax Year” shall mean the Taxing Entities’ respective fiscal years tied to a specific assessment roll. For example, the 2018 Tax Year is tied to the 2018 assessment roll and covers the fiscal year period commencing on July 1, 2018 and ending on June 30, 2019 for the School Districts, and the 2019 fiscal year (calendar year) for the Towns and the County.

Section 4. Effective Date; Duration of Agreement. This Agreement shall become effective upon the date hereof and shall continue in effect until the earlier of (i) December 31 of the last fiscal year of the Towns and the County covered by the final PILOT Payment (defined below) hereunder, or (ii) the date on which the Agency’s interest in the Project Facility is terminated pursuant to the Agency Lease (the “Term”).

Section 5. Payments.

(a) Tax Payments. Prior to the Project Facility becoming entitled to exempt status as set forth in Section 3(a) above, any applicable Real Estate Taxes on the Project Facility shall be payable in full by the Company to the applicable Taxing Entity.

(b) PILOT Payments During Construction. The Company shall not be obligated to make payments in-lieu of Real Estate Taxes for any Tax Year during construction of the Project Facility..

(c) PILOT Payments after Completion of Construction. Commencing with the Tax Year associated with the first taxable status date following the Operation Date, the Company shall make annual payments in-lieu of Real Estate Taxes (“PILOT Payments”) to the Agency for the account and benefit of the Taxing Entities during the Term, with each annual PILOT Payment equal to the product of: (a) the actual nameplate electric generating capability of all turbines installed as part of the Project Facility (the “Project Turbines”), expressed in MW, determined as of June 15 during each Tax Year during the Term (the “Installed Capacity”), times (b) \$4,000 per MW of Installed Capacity (the “Base Rate”), as such rate may be adjusted for annual escalation (the “Annual Escalator”).

(d) Annual Base Rate Escalation. Commencing with the sixth annual PILOT Payment, the Base Rate shall be increased annually on a compounded basis by the most recently published New York State property tax cap "Allowable Levy Growth Factor" for the County. In the event the New York State Office of the State Comptroller does not publish the "Allowable Levy Growth Factor" for the County, or it is otherwise unavailable, the Annual Escalator shall be the lesser of: (i) the rate of percentage change in the United States Bureau of Labor Statistics Consumer Price Index for the twelve month period ending six months prior to the start of the respective Tax Year, or (ii) two percent (2%). The Agency shall calculate all such increases pursuant to this paragraph and advise the Company of same as part of its PILOT Payment invoice.

(e) PILOT Payment Allocation. PILOT Payments shall be allocated by the Agency and allocated to the Taxing Entities in accordance with Section 858(15) of the Act or as otherwise agreed by the Taxing Entities.

(f) Payments to Agency; Invoices. PILOT Payments shall be made by the Company directly to the Agency. It is understood that the Agency shall receive PILOT Payments in trust for each of the Taxing Entities, and the Agency shall forward each Taxing Entity its allocated share of such payments within thirty (30) days after receipt thereof. At least fifteen (15) days prior to each PILOT Payment due date, the Agency shall present an invoice to the Company stating the amount of the respective PILOT Payment and the date when due.

(g) Due Dates; Interest; and Penalties. Each PILOT Payment shall be due on or before July 31 during the Term and shall apply to the Tax Year tied to the assessments becoming final that July. For example, the July 2018 PILOT Payment shall cover the 2018-2019 School Districts' fiscal years and the 2019 Towns' and County fiscal years. If any PILOT Payment is not made on or before the due date (time being of the essence), such payment shall be delinquent and the Company shall pay, for the benefit of the applicable Taxing Entity, a late charge equal to five percent (5%) of the payment. For each month, or part thereof, that the payment is delinquent beyond the first month, the Company shall pay an additional late charge equal to one percent (1%) per month of the total amount payable.

(h) Partial Sale; Transferee's Obligation; Apportionment of Reduction to Local Taxing Entities. During the term of this Agreement, in the event that the Agency's interest in any portion of the Land or the Improvements located thereon is sold or disposed of by the Agency pursuant to the Agency Lease, the transferees thereof will thereafter pay the real property taxes on such Improvements as may be located on the portion of the Land sold and on the portion of the Land sold as may be required by applicable law

(i) Certification of Project Installed Capacity. No less than thirty (30) days prior to the initial PILOT Payment due pursuant to the provisions of this Section 5, the Company shall certify to the Agency the Installed Capacity of the Project Facility. Thereafter, the Company shall certify to the Agency any change in the Installed Capacity of the Project Facility on or before June 15 of each Tax Year during the Term. A form of such certification is attached hereto as Schedule B.

(j) Sale; Company's Obligation. In the event that the Agency terminates its interest in and/or transfers the Project Facility to any party other than the Company as set forth in the Agency Lease, the Company's obligation for PILOT Payments shall be prorated to the date of the closing of the transaction and thereupon all obligations of the Company for PILOT Payments shall cease, but the Agency shall take such steps with the purchaser other than Lessee to assure that each of the Taxing Entities shall suffer no loss of revenue until such Project Facility can be placed back on the tax rolls and taxes levied and billed therefor.

(k) Credits for Real Estate Tax Payments. Any Real Estate Tax payment (but not Special District taxes or any other taxes to which the IDA Exemption does not apply) made by the Company to the Taxing Entities with respect to the Project Facility or any portion thereof, during a Tax Year to which this Agreement applies, will be applied as a credit against the PILOT Payment due under this Agreement for the next following Tax Year. If the Company desires to claim a credit against any particular PILOT Payment due hereunder, the Company shall give the tax levying Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provisions of this Section 5(i), such notice to be given by the Company at least one hundred twenty (120) days prior to the date on which such PILOT Payment is due pursuant to the provisions of this Agreement. Such credit shall apply against the tax levying Taxing Entity's allocated share of the annual PILOT Payment. Notwithstanding anything to the contrary herein, for any Tax Year during which this Agreement applies, the sum of Real Estate Taxes paid or owed and the PILOT Payments paid or owed (after application of the credit/reduction for Real Estate Taxes) shall in no event be less than the Total Annual PILOT Payment for such Tax Year calculated pursuant to Section 5(c) of this Agreement.

(l) Effect of Decommissioning. The Company may decommission a Project Turbine at any time during the Term. A Project Turbine shall be deemed "Decommissioned" upon permanent removal of such Project Turbine from the Project Facility in compliance with the standards established by the State Environmental Quality Review Act findings statement in relation to the Project and Project permits issued by the Town of Arkwright. The Company shall provide written notification to the Agency at least six (6) months prior to each such decommissioning ("Decommissioning Notice"). In the event any portion of the Project is Decommissioned, the Company's obligation to make PILOT Payments hereunder shall terminate only with respect to Decommissioned Project Turbines, and the Company's obligation to make PILOT Payments hereunder shall continue with respect to any remaining Project Turbines. Such termination shall be effective as of the date of the of each such Decommissioning and shall first apply to the PILOT Payment next due. .

(m) Partial Sale; Transferee's Obligation.

(1) Switchyard. Pursuant to Section 7.7(d) of the Agency Lease, the Company shall have the option to sell or transfer the interconnection switchyard associated with the Project at any time. In the event the interconnection switchyard associated with the Project is sold or transferred to an electric transmission utility or any other entity, this Agreement and the underlying exemption shall terminate with respect to such transferred switchyard property; provided, however, such transfer shall not reduce the Company's PILOT Payment obligations hereunder.

(2) Release of Project Property. Pursuant to Section 7.7(e) of the Agency Lease, the Company shall have the option to sell, transfer, or otherwise dispose of any portion of the Land that is no longer necessary or convenient for the Project Facility or the operation thereof. In the event any such Land is sold, transferred, or otherwise disposed of by the Company, this Agreement and the underlying exemption shall terminate with respect to such Land; provided however, such transfer shall not reduce the Company's PILOT Payment obligation hereunder.

(3) Transferee's Obligation. During the Term, in the event any portion of the Project Facility is no longer necessary for the operation of the wind-powered electric generating facility contemplated herein and is sold, transferred, or disposed of by the Company to a third party the exemption from Real Estate Taxes shall immediately terminate with respect to such portion and the transferee(s) thereof will thereafter be responsible for payment of the real property taxes on such portion of the Project Facility as may be required by applicable law.

(n) Additional Improvements. Any new construction, reconstruction, renovation, re-powering (including Project Turbine substitution), maintenance, modernization and/or upgrading of any existing portion of the Project Facility that does not add generating capacity beyond 79.8 MW shall be covered by this Agreement and shall not cause any increase in PILOT Payments payable hereunder. Any increase in Installed Capacity beyond 79.8 MW shall not be covered by this Agreement. Future improvements that do not become part of the Project Facility or are not directly and solely related to the operation of the Project Facility shall also not be covered by this Agreement.

(o) Payment Security. The Company shall provide PILOT Payment security in an amount not to exceed one year's PILOT Payment (increased by application of the maximum aggregate Annual Escalator over the Term). The Company shall issue or deliver proof of such payment security on or before June 1, 2018. Such payment security shall be provided to the Agency for the benefit of the involved tax jurisdictions either in the form of: (1) an escrow deposit of cash; or (2) a letter of credit issued by a bank or trust company organized under the laws of the United States of America or any state thereof that has a combined capital and surplus of at least \$50,000,000. The form of payment security will be at the Company's election.

(p) Change in Identification Numbers. The change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by the Town to identify or classify all or any part of the Project Facility shall not cause this Agreement to change nor the PILOT Payments payable under this Agreement to increase.

(q) Payments Upon Expiration or Termination; Assessment Challenges. Following expiration or termination of this Agreement, the parties anticipate that the Taxing Entities will immediately levy or re-levy Real Estate Taxes on the Project Facility. However, in the event Real Estate Taxes are levied or re-levied on the Project Facility following such expiration or termination for a period of time covered by any Tax Year for which a PILOT Payment has already been made by the Company, the Taxing Entities shall apply to such obligation or refund to the Company their allocated shares of the portion of such PILOT Payment attributable to the portion of their respective fiscal years following the effective date of expiration or termination.

Nothing herein shall prevent the Company from exercising its rights to otherwise recover or seek adjustment of such payments nor shall the Company be prevented from challenging any assessments of the Project Facility by the Assessors at any time during the Term.

Section 6. Default; Remedies.

(a) Events of Default. The following shall constitute "Events of Default" under this Agreement:

(1) failure by the Company to make any payment specified herein and the continuance of such failure for a period of twenty(20) days following the Company's receipt of written notice from the Agency;

(2) failure by the Company to comply with or perform any provision of this Agreement other than the payment provisions hereof and the continuance of such failure for a period of thirty (30) days following written notice thereof by the Agency to the Company;

(3) default in the terms of any agreement entered into between the Agency and the Company (beyond any applicable grace period);

Upon the occurrence and continuance of an Event of Default hereunder and the termination hereof by the Agency, the Company shall be required to make payments in lieu of general real estate taxes levied by the Taxing Entities on the Project Facility (or those portions of the Project Facility then exempt) as if it were owned by the Company and the Agency held no interest therein, such amounts to commence to be paid for the period subsequent to the date of such termination by the Agency. In such event, the tax rate, interest and penalties shall be those then in effect in the jurisdiction(s) in which the Project Facility is (or those portions of the Project Facility then exempt are) located.

(b) Remedies; Limitation; No Acceleration.

(1) Upon the occurrence and continuance of an Event of Default hereunder, the Agency shall be entitled to (i) sue to enforce any provision of this Agreement, (ii) to recover the payments in default from the Company, together with all the costs and expenses of the Agency, its successors or assigns, paid or incurred in such recovery (including court costs and attorneys' fees and expenses) and interest at the rate specified in Section 5(g) above, and (iii) to terminate the Agency Lease, the Company Lease and this Agreement at any time.

(2) The Agency, in enforcing payment by the Company of said amounts, may take whatever action and exercise any or all of the rights and remedies specified in this Agreement or any other remedy provided by law.

(3) Each and every Event of Default shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises. The Company irrevocably agrees that any suit, action, or other legal proceeding

arising out of this Agreement may be brought in the courts of record of the State of New York, or the courts of the United States located within the State of New York, consents to the jurisdiction of each such court in any such suit, action, or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action, or proceeding in any of such courts.

(4) No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the Agency.

(5) In no event shall the Agency be liable to any of the Taxing Entities for the payments specified herein if the Company does not make such payments. Except with respect to the Agency's failure to properly and timely distribute to the Taxing Entities PILOT Payments received from the Company, the Company hereby agrees to indemnify, defend (with counsel selected by the Company and reasonably acceptable to the Agency) and hold harmless the Agency from and against any such liability for such payments and against all penalties, interest, and other charges resulting from the delinquency of such payments.

(6) Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency shall not have the right to accelerate future PILOT Payments not yet due and payable as of the date of such exercise of remedies.

Section 7. Notices. All notices, certificates and other demands or communications given under this Agreement shall be sent to the parties at the addresses, and in accordance with the terms, set forth in the provision governing the giving of notices in the Agency Lease.

The Agency or 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 8. Assignment. This Agreement may be assigned by the Company in connection with an assignment of its interest in the Agency Lease, which assignment shall be subject to all of the terms and conditions of Section 7.8 of the Agency Lease.

Section 9. Independent Agreement. Notwithstanding any other provision of this Agreement, including the recitals hereof, the parties agree that the Agency Lease and Company Lease executed between the parties hereto shall be separate and independent documents from this Agreement, and irrespective of whether any provision of this Agreement or the entirety hereof shall be held invalid or unenforceable by any court of competent jurisdiction, the Agency Lease and the Company Lease shall be construed, interpreted, and otherwise regarded separate and apart from this Agreement. The parties hereto specifically note that the considerations and terms provided for in this Agreement and provided for in the Agency Lease and the Company Lease are the only considerations and terms for which the parties hereto have executed this Agreement.

Section 10. Amendments. This Agreement may not be modified, amended, supplemented, or changed without the written consent of the Agency and the Company.

Section 11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Prior Agreements; Counterparts. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13. Delivery of Agreement. The Agency agrees to use its best efforts to deliver to each Taxing Entity a copy of this Agreement within fifteen (15) days after its execution by the Agency.

Section 14. Applicable Law. This Agreement shall be governed and construed under the internal laws of the State of New York, as the same may be in effect from time to time, without regard to principles of conflicts of law.

Section 15. WAIVER OF JURY TRIAL. THE AGENCY AND THE COMPANY HEREBY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT.

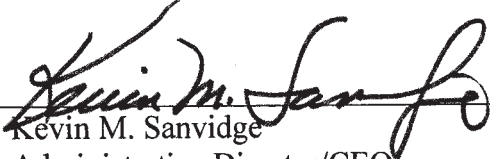
Section 16. Right to Contest Assessments. In the event that, during the term hereof, an assessment shall be placed on any portion of the Project Facility by either of the Towns, the Company shall have the rights of an owner of taxable property to challenge any such assessment, including seeking judicial review of an assessment pursuant to Article 7 of the RPTL.

Section 17. Lender Right to Cure. Pursuant to Section 10.12 of the Agency Lease, if the Company, and/or its successors and assigns, shall mortgage or grant a security interest in its interest in the Project Facility, or a portion thereof, the secured party under such mortgage or security interest shall have the right to cure any Event of Default hereunder and have such other rights granted under the Agency Lease.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

COUNTY OF CHAUTAUQUA INDUSTRIAL DEVELOPMENT AGENCY

By 
Kevin M. Sanvidge
Administrative Director/CEO

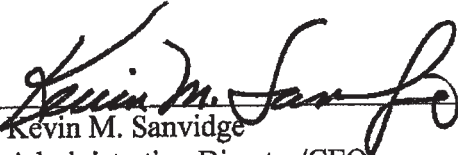
ARKWRIGHT SUMMIT WIND FARM LLC

By: _____
Name:
Title:

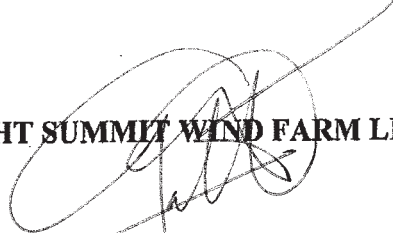
By: _____
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Title:

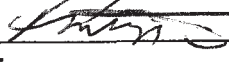
IN WITNESS WHEREOF, the Agency and the Company have executed this Agreement as of the date first above written.

**COUNTY OF CHAUTAUQUA INDUSTRIAL
DEVELOPMENT AGENCY**

By 
Kevin M. Sanvidge
Administrative Director/CEO

ARKWRIGHT SUMMIT WIND FARM LLC


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


By: _____
Name:
Title: Phillip Westerby
Executive Vice President, Technical

Schedule A

TAX YEARS

As of the Effective Date, the Company anticipates commencing construction of the Project Facility in late 2016 and completing construction and commencing operation of the Project Facility in late 2017. If the Operation Date occurs before March 1, 2018, as anticipated, the following Tax Years would be covered by the Agreement:

| PILOT Year | Tax Year | Town Roll Year | School Districts' Fiscal Year | Towns' / County's Fiscal Year | PILOT Payment Due Date |
|-------------------|----------|----------------|-------------------------------|-------------------------------|------------------------|
| Construction Year | 2016 | 2016 | 2016-2017 | 2017 | No PILOT Payment |
| Construction Year | 2017 | 2017 | 2017-2018 | 2018 | No PILOT Payment |
| 1 | 2018 | 2018 | 2018-2019 | 2019 | July 31, 2018 |
| 2 | 2019 | 2019 | 2019-2020 | 2020 | July 31, 2019 |
| 3 | 2020 | 2020 | 2020-2021 | 2021 | July 31, 2020 |
| 4 | 2021 | 2021 | 2021-2022 | 2022 | July 31, 2021 |
| 5 | 2022 | 2022 | 2022-2023 | 2023 | July 31, 2022 |
| 6 | 2023 | 2023 | 2023-2024 | 2024 | July 31, 2023 |
| 7 | 2024 | 2024 | 2024-2025 | 2025 | July 31, 2024 |
| 8 | 2025 | 2025 | 2025-2026 | 2026 | July 31, 2025 |
| 9 | 2026 | 2026 | 2026-2027 | 2027 | July 31, 2026 |
| 10 | 2027 | 2027 | 2027-2028 | 2028 | July 31, 2027 |
| 11 | 2028 | 2028 | 2028-2029 | 2029 | July 31, 2028 |
| 12 | 2029 | 2029 | 2029-2030 | 2030 | July 31, 2029 |
| 13 | 2030 | 2030 | 2030-2031 | 2031 | July 31, 2030 |
| 14 | 2031 | 2031 | 2031-2032 | 2032 | July 31, 2031 |
| 15 | 2032 | 2032 | 2032-2033 | 2033 | July 31, 2032 |
| 16 | 2033 | 2033 | 2033-2034 | 2034 | July 31, 2033 |
| 17 | 2034 | 2034 | 2034-2035 | 2035 | July 31, 2034 |
| 18 | 2035 | 2035 | 2035-2036 | 2036 | July 31, 2035 |
| 19 | 2036 | 2036 | 2036-2037 | 2037 | July 31, 2036 |
| 20 | 2037 | 2037 | 2037-2038 | 2038 | July 31, 2037 |
| 21 | 2038 | 2038 | 2038-2039 | 2039 | July 31, 2038 |
| 22 | 2039 | 2039 | 2039-2040 | 2040 | July 31, 2039 |
| 23 | 2040 | 2040 | 2040-2041 | 2041 | July 31, 2040 |
| 24 | 2041 | 2041 | 2041-2042 | 2042 | July 31, 2041 |
| 25 | 2042 | 2042 | 2042-2043 | 2043 | July 31, 2042 |
| 26 | 2043 | 2043 | 2043-2044 | 2044 | July 31, 2043 |
| 27 | 2044 | 2044 | 2044-2045 | 2045 | July 31, 2044 |
| 28 | 2045 | 2045 | 2045-2046 | 2046 | July 31, 2045 |
| 29 | 2046 | 2046 | 2046-2047 | 2047 | July 31, 2046 |
| 30 | 2047 | 2047 | 2047-2048 | 2048 | July 31, 2047 |

Schedule B

FORM OF INSTALLED CAPACITY CERTIFICATION

[Date]

County of Chautauqua Industrial Development Agency
Attn: Administrative Director
201 W. Third Street, Suite 115
Jamestown, New York 14701

Re: Arkwright Summit Wind Farm Installed Capacity Certification.

Arkwright Summit Wind Farm LLC hereby certifies that as of June 15, 20__, the Arkwright Summit wind-powered electric generating facility (the "Project") has an installed nameplate electric generating capability ("Installed Capacity"), measured in megawatts ("MW"), of ___ MW.

Arkwright Summit Wind Farm LLC

By: _____
Name:
Title: