

**LEASE AGREEMENT**  
(Company to Agency)

This **LEASE AGREEMENT** (the "*Lease Agreement*"), dated as of November 1, 2017, by and between Copenhagen Wind Farm, LLC, a limited liability company organized under the laws of the State of Delaware having an office at c/o EDF Renewable Energy, Inc., 15445 Innovation Drive, San Diego, California 92128 (the "*Company*") and the County of Lewis 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 its principal offices at 7642 North State Street, Lowville, New York (the "*Agency*") (the Agency and the Company are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*").

WITNESSETH:

**WHEREAS**, the Company requested the Agency's assistance with respect to a certain project (the "*Project*") consisting of: (a)(1) the acquisition of an interest in the Company's fee, leasehold, and easement interests in certain parcels of land located in the Town of Denmark, County of Lewis, New York and contiguous property located in the Towns of Champion and Rutland, Jefferson County, New York (collectively, the "*Land*"), (2) the acquisition, construction, installation and equipping on or under the Land of: (i) one or more permanent meteorological towers, (ii) a buried and overhead system to carry electricity to the point of interconnection, (iii) an operation and maintenance building, (iv) a project substation facility, (v) an interconnection substation facility, (vi) concrete foundations for Equipment (defined below), and (vii) a system of gravel access roads, parking, landscaping and related improvements to the Land (collectively, the "*Improvements*"), and (3) the acquisition, installation and equipping therein and thereon of certain equipment, including approximately forty (40) wind turbine generators with a total rated capacity of up to 79.9 megawatts ("*MW*") to be mounted on steel monopole towers, and furniture, fixtures, machinery and 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 General Municipal Law) with respect to the foregoing, including exemptions from sales and use taxes, mortgage recording taxes and real property taxes for the portions of the Project Facility located in Lewis County and in Jefferson County (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 the sublease of the Project Facility by the Agency to the Company; all as contemplated by and in furtherance of the purposes of the Act; and

**WHEREAS**, in order to induce the Company to develop the Project Facility, the Agency is willing to take a leasehold interest in Company's ownership, easement and other rights in and to the Project Facility pursuant to the terms and conditions contained herein; and

**WHEREAS**, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct and equip the Project Facility in accordance with the Company's application to the Agency for financial assistance; and

**WHEREAS**, the Company proposes to lease its ownership, easement and other rights in and to the Project Facility to the Agency, and the Agency desires to rent such interests in the Project Facility from the Company, upon the terms and conditions hereinafter set forth in this Lease Agreement, and further subject to the terms and conditions of a leaseback agreement by and between the Company and the Agency dated as of the date hereof (the "**Leaseback Agreement**"), during the term of the Leaseback Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Granting Clause.

(a) The Company hereby leases to the Agency, and the Agency hereby leases from the Company, a leasehold interest in the Land more particularly described in Schedule A attached hereto, together with any and all Project-related improvements and personal property (excluding personal property temporarily used or rented) now and hereafter located thereon or dedicated to the Project (the Land and all of said Project-related improvements and personal property, including the Equipment described in Schedule B attached hereto and the Improvements, being collectively referred to as the Project Facility), upon the terms and conditions of this Lease Agreement; *provided, however*, that the Agency's leasehold in the Project Facility shall be for the sole purpose of the Agency conferring certain financial assistance in its sovereign and/or municipal capacity and such leasehold interest undertaken by the Agency shall not include the right, authority or potential for the Agency to control operations on or at the Project Facility, nor shall (or has) the Agency participate(d) in the management or participate(d) in the development of the Project Facility.

(b) In the event the Company acquires real property interests and equipment necessary for or in furtherance of the Project following the date of this Lease Agreement ("**Supplemental Property**"), the Company shall lease to the Agency, and the Agency shall lease from the Company, a leasehold interest in such Supplemental Property. The Company and the Agency shall amend and restate this Lease Agreement or execute a lease supplement to transfer a leasehold interest in the Supplemental Property (each a "**Lease Supplement**") and make all necessary filings for the limited purpose of adding Supplemental Property to the Leaseback Agreement and this Lease Agreement.

2. Warranty of Title. The Company warrants that, to the best of its knowledge, it has sufficient right, title and interest to the Project Facility to lease the same to the Agency pursuant to this Lease Agreement. The Company warrants during the Lease Term (as defined herein) that, in the event of an adverse claim against any portion of the Project Facility, the Company shall diligently pursue removal of such claim to restore sufficient rights, title and interest to such portion of the Project Facility; *provided, however*, the Company shall not be required to remove Approved Liens (as defined in the Leaseback Agreement).

3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement as defined in Section 3.5 thereof (the "**Lease Term**").

4. Rent. The Agency agrees that it will pay to the Company, for the use of the Project Facility, rent of One Dollar (\$1.00) per annum.

5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Project Facility during the Lease Term.

6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Project Facility in accordance with the terms of the Leaseback Agreement. The Agency shall not be required to maintain the Project Facility or incur any costs with respect to the Project Facility. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.

7. Lease Expiration. The Parties agree that at the expiration of the Lease Term the Project Facility will automatically revert to the Company or its successors in the then condition of the Project Facility. If requested by the Company, the Agency shall simultaneously execute and deliver a Bill of Sale transferring all its right, title and interest in the personal property.

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

9. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, title to the Project Facility and the leasehold estate of the Agency therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said title and said leasehold estate by Company or by Agency or by a third party, by purchase or otherwise.

10. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement shall be subordinate to all mortgages hereafter placed on the Project Facility by the Company with the consent of the Agency, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its Unassigned Rights (as defined in the Leaseback Agreement).

11. Notices. All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Lease Agreement shall be in writing and shall be mailed, telecopied, or delivered (or transmitted by electronic mail, with permission) to the Parties at the respective addresses set forth below:

To the Agency: County of Lewis Industrial Development Agency  
P.O. Box 106  
7642 North State Street  
Lowville, New York 13367  
Attention: Executive Director

With a copy to: Campany, Mc Ardle & Randall, PLLC  
7571 State Street, PO Box 311  
Lowville, New York 13367  
Attention: Thomas A. Campany  
Telephone No.: (315) 376-9445

To the Company: Copenhagen Wind Farm, LLC  
c/o EDF Renewable Energy, Inc.  
15445 Innovation Drive  
San Diego, California 92128  
Attention: Guillaume Devienne  
E-mail: [guillaume.devienne@edf-en.ca](mailto:guillaume.devienne@edf-en.ca)  
Telephone No.: (438) 448-3891

With a copy to: EDF Renewable Energy, Inc.  
15445 Innovation Drive  
San Diego, California 92128  
Attention: Robert Miller, EVP and General Counsel  
E-mail: [robert.miller@edf-re.com](mailto:robert.miller@edf-re.com)  
Telephone No.: (858) 521-3300  
Facsimile: (858) 521-3333

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

12. No Recourse; Special Obligation of Agency.

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



(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State of New York or of the County of Lewis, New York, and neither the State of New York nor the County of Lewis, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

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

13. No Recourse; Special Obligation of Company.

All obligations of the Company contained in this Lease Agreement 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 upon any obligation contained in this Lease Agreement, or otherwise based on or in respect of this Lease Agreement, shall be had against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the Company.

14. Execution in Counterpart.

This Lease Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement. This Lease Agreement may be executed by a signature delivered electronically by facsimile or by the use of Adobe portable document format, which shall be deemed the same as an original signature.

15. Assignment.

This Lease Agreement may be assigned by the Company in connection with an assignment of its interest in the Leaseback Agreement, which assignment shall be subject to all of the terms and conditions of Section 7.3 of the Leaseback Agreement.

16. Sale or Transfer of Project Facility; Membership Interests.

The Company may sell, convey, transfer, encumber or otherwise dispose of the Project Facility or any part thereof pursuant to the terms of Section 7.1 of the Leaseback Agreement. Nothing in this Lease Agreement shall prevent, restrict or limit in any way the right of any member of the Company to sell, convey, transfer, encumber or otherwise dispose of its membership interest(s) in the Company (or a portion thereof) to one or more persons without the consent of the Agency, or divide its membership interest(s) into different classes and sell, convey, transfer, encumber or otherwise dispose of such divided interest(s) to one or more persons without the consent of the Agency.

17. No Executive Rights; Company to Retain Managerial Control.

An interest in or with respect to the Project Facility has been leased by the Company to the Agency pursuant to this Lease Agreement solely for purposes of the Agency's conferral of the Financial Assistance on the Project pursuant to the Act. Under this Lease Agreement, the Agency's rights with respect to the Project Facility are limited to those created by the provisions of this Lease Agreement and all documents related hereto. Further, the Agency shall have no managerial, executive or participating rights with respect to the Project Facility, meaning, without limitation, that the Company shall have (i) sole and exclusive discretion, determination rights and decisional control over and with respect to the development, construction and operation of, and the structuring of agreements and relationships relating to, the Project Facility, for any and all purposes (including, without limitation, for financing, for tax equity investment, for disposition of renewable energy credits and other benefits or proceeds of operation, and for the purposes contemplated by the underlying landowner leases and easements for the Land) and (ii) the right to freely enter into amendments, modifications, restatements and/or replacements of any of the underlying landowner leases and easements for the Land, and/or any other agreement with any underlying landowner of the Land; in each case under clauses (i) and (ii) hereof without the consent of or any notice to the Agency.

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

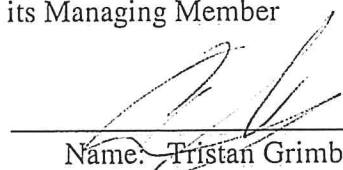
**COPENHAGEN WIND FARM, LLC**

By: Copenhagen Wind Farm Holdings, LLC,  
its Sole Member

By: EDF-RE US Development, LLC,  
its Manager

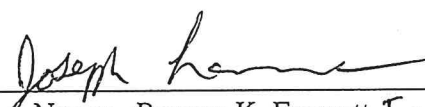
By: EDF Renewable Development, Inc.,  
its Managing Member

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

  
Name: Tristan Grimbert  
Title: President

**COUNTY OF LEWIS INDUSTRIAL  
DEVELOPMENT AGENCY**

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

  
Name: ~~Rosee K. Fawcett~~ Joseph Lawrence  
Title: Chairman of the Board

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF SAN DIEGO )

On the \_\_\_ day of November, 2017, before me, personally appeared **Tristan Grimbert**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in 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.

*See attached certificate.*

\_\_\_\_\_  
Notary Public

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

On the 21<sup>st</sup> day of June, 2018, before me, personally appeared ~~Roscoe K. Fawcett~~, *Joseph Lawrence*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in 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.

*Joseph Lawrence*  
\_\_\_\_\_  
Notary Public

THOMAS A. CAMPANY  
Notary Public in the State of New York  
Appointed in Lewis County  
My Commission Expires 7/31/20 21

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On November 28, 2017, before me, Steven Scott Julson, a Notary Public, personally appeared Tristan Grimbert, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Steven Scott Julson  
Notary's Signature

[Notarial Seal]



**Schedule A**

**Description of the Land**

**LEASE AND EASEMENT AGREEMENTS:**

**Tract 1**

Timothy Sullivan, Harold Sullivan, Gene Bolton, Kimberly Lobdell, Mathew Stephenson, and Tamie Stephenson

Lease and Easement Agreement dated April 28, 2013, by and between Timothy Sullivan, Harold Sullivan, Gene Bolton, Kimberly Lobdell, Mathew Stephenson, and Tamie Stephenson (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Memorandum of Lease and Easement Agreement dated April 28, 2013, recorded August 5, 2014, as Instrument No. 2014-003957, in the official records of Lewis County, New York, as amended by that certain First Amendment to Lease and Easement Agreement dated July 12, 2017, as memorialized by that certain Memorandum of First Amendment to Lease and Easement Agreement dated July 12, 2017, recorded August 31, 2017, as Instrument No. 2017-004962, in the official records of Lewis County, New York.

**Tract 2**

Cecil Buckhault and Sarah C. Buckhault

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated May 14, 2007, by and between Cecil Buckhault and Sarah C. Buckhault (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated May 14, 2007, recorded April 23, 2008, as Instrument No. 2008-001951, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 6, 2013 by and between Grantor and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 6, 2013, recorded May 4, 2015, as Instrument No. 2015-001903, in the official records of Lewis County, New York.

**Tract 3**

Carroll Farms, LLC (formerly Thomas E. Carroll and Rita J. Carroll)

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated March 13, 2008, by and between Thomas E. Carroll and Rita J. Carroll (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated March 13, 2008, recorded July 23, 2008, as Instrument No. 2008-003724, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 6, 2013, by and between Grantor and

Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 6, 2013, recorded August 5, 2014, as Instrument No. 2014-003958, in the official records of Lewis County, New York.

**Tract 4**

Kenneth A. Freeman and Betty L. Freeman

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated May 15, 2007, by and between Kenneth A. Freeman and Betty L. Freeman (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated May 15, 2007, recorded April 23, 2008, as Instrument No. 2008-001947, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 8, 2013, by and between Grantor and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 8, 2013, recorded August 5, 2014, as Instrument No. 2014-003955, in the official records of Lewis County, New York.

**Tract 5**

Lowell S. Gingerich and Joyce M. Gingerich

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated May 19, 2008, by and between Lowell S. Gingerich and Joyce M. Gingerich (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated May 19, 2008, recorded July 23, 2008, as Instrument No. 2008-003723, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 6, 2013, by and between Grantor and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 6, 2013, recorded April 7, 2015, as Instrument No. 2015-001415, in the official records of Lewis County, New York.

**Tract 6**

David H. Jackson, Harold R. Jackson, and Douglas W. Jackson

Lease and Easement Agreement dated February 18, 2012, by and between David H. Jackson, Harold R. Jackson, and Douglas W. Jackson (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as amended by that certain First Amendment to Lease and Easement Agreement dated January 31, 2018, by and between Landowner and Wind Company, as memorialized by that certain Memorandum of First Amendment to Lease and Easement Agreement dated January 31, 2018, and recorded March 6, 2018, as Instrument No. 2018-001098, in the official records of Lewis County, New York.

**Tract 7**

Gerald H. Kiebach (fmly Gerald H. Kieback, Harold and Kathleen Kiebach)

Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated November 23, 2005, by and between Harold and Kathleen Kiebach (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated November 23, 2005, recorded May 12, 2006, as Instrument No. 2006-01502, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated October 13, 2015, by and between Harold Kiebach and Kathleen Kiebach, husband and wife, and Gerald Kiebach (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated October 13, 2015 by and between Grantor and Wind Company, recorded March 14, 2016, as Instrument No. 2016-001415, in the official records of Lewis County, New York, as amended by that certain First Amendment to Amended and Restated Lease and Easement Agreement dated July 12, 2017, by and between Gerald K. Kieback and Wind Company, recorded August 31, 2017, as Instrument No. 2017-004961, in the official records of Lewis County, New York.

**Tract 8**

Marc Laribee and Christina Laribee

Lease and Easement Agreement dated July 16, 2012, by and between Marc Laribee and Christina Laribee (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Memorandum of Lease and Easement Agreement dated July 16, 2012, recorded April 23, 2013, as Instrument No. 2013-003228, in the official records of Lewis County, New York.

**Tract 9**

Marks Farms Realty, LLC

Lease and Easement Agreement dated December 3, 2014, by and between Marks Farms, a Partnership (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Memorandum of Lease and Easement Agreement dated December 3, 2014, recorded December 16, 2014, as Instrument No. 2014-006487, in the official records of Lewis County, New York, as amended by that certain First Amendment to Lease and Easement Agreement dated July 19, 2017, by and between Marks Farms Realty, LLC (successor-in-interest) (“Landowner”) and Wind Company, as memorialized by that certain Memorandum of First Amendment to Lease and Easement Agreement dated October 6, 2017, recorded December 7, 2017, as Instrument No. 2017-006954, in the official records of Lewis County, New York.

**Tract 10**

Andrew D. Moser and Colleen F. Moser

Lease and Easement Agreement dated May 23, 2012, by and between Andrew D. Moser and Colleen F. Moser (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as

memorialized by that certain Memorandum of Lease and Easement Agreement dated May 23, 2012, recorded April 24, 2015, as Instrument No. 2015-001720, in the official records of Lewis County, New York, as amended by that certain First Amendment to Lease and Easement Agreement dated March 23, 2017, by and between Landowner and Wind Company, as memorialized by that certain Memorandum of First Amendment to Lease and Easement Agreement dated March 23, 2017, recorded September 5, 2017, as Instrument No. 2017-005015, in the official records of Lewis County, New York.

**Tract 11**

Dean and Donna Moser

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated July 17, 2007, by and between Elton Moser and Beneficial Renewable Resources, LLC (“Grantee”) as memorialized by that certain Memorandum of Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated July 17, 2007, recorded August 12, 2009 as Instrument No. 2009-004088, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 9, 2013, by and between Dean and Donna Moser (successor-in-interest) (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as amended by that certain First Amendment to Amended and Restated Lease and Easement Agreement dated March 7, 2018, by and between Landowner and Wind Company, as memorialized by that certain Memorandum of First Amendment to Amended and Restated Lease and Easement Agreement dated March 7, 2018, recorded April 17, 2018, as Instrument No. 2018-001968, in the official records of Lewis County, New York.

**Tract 12**

Lyndon W. Moser and Patricia F. Moser

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated June 28, 2007, by and between Lyndon W. Moser and Patricia F. Moser (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated June 28, 2007, recorded April 23, 2008, as Instrument No. 2008-001946, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 6, 2013, by and between Grantor and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 6, 2013, recorded March 14, 2016, as Instrument No. 2016-001414, in the official records of Lewis County, New York.

**Tract 13**

Moserdale Dairy, LLC

Lease and Easement Agreement dated May 23, 2012, by and between Moserdale Farms, LLC (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Memorandum of Lease and Easement Agreement dated July 29, 2014, recorded April 7, 2015, as Instrument No. 2015-001423, in the official records of Lewis County, New York

(excluding therefrom the portion of the leased land located within the Town of Harrisburg, New York for purposes of the straight-lease transaction between Wind Company and the County of Lewis Industrial Development Agency).

**Tract 14**

Amanda L. Gaba and Mackenzie L. Peebles (formerly Peter D. and Patricia E. Peebles)

Lease and Easement Agreement dated July 30, 2014, by and between Peter D. and Patricia E. Peebles ("Landowner") and Copenhagen Wind Farm, LLC ("Wind Company"), as memorialized by that certain Memorandum of Lease and Easement Agreement dated July 30, 2014, recorded March 14, 2016, as Instrument No. 2016-001413, in the official records of Lewis County, New York.

**Tract 15**

Gregory C. Schantz and Debra A. Schantz

Lease and Easement Agreement dated August 22, 2013, by and between Gregory C. Schantz and Debra A. Schantz ("Landowner") and Copenhagen Wind Farm, LLC ("Wind Company"), as memorialized by that certain Memorandum of Lease and Easement Agreement dated September 18, 2013, recorded February 12, 2014, as Instrument No. 2014-000762, and that certain Memorandum of Lease and Easement Agreement dated September 23, 2014, recorded April 7, 2015, as Instrument No. 2015-001421, in the official records of Lewis County, New York.

**Tract 16**

Wilfred E. and Lois C. Schrag

Lease and Easement Agreement dated August 15, 2012, by and between Wilfred E. and Lois C. Schrag ("Landowner") and Copenhagen Wind Farm, LLC ("Wind Company"), as memorialized by that certain Memorandum of Lease and Easement Agreement dated August 15, 2012, recorded April 23, 2013, as Instrument No. 2013-003229, in the official records of Lewis County, New York.

**Tract 17**

Norman B. Scott

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated June 27, 2007, by and between Norman B. Scott ("Grantor") and Beneficial Renewable Resources, LLC ("Grantee"), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated June 27, 2007, recorded April 23, 2008, as Instrument No. 2008-001964, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 6, 2013, by and between Grantor and Copenhagen Wind Farm, LLC ("Wind Company"), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 6, 2013, recorded February 12, 2014, as Instrument No. 2014-000763, in the official records of Lewis County, New York.



**Tract 18**

Michael C. Sullivan and Joyce Sullivan (fmly Charles Sullivan and Shirley Sullivan)

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated June 28, 2007, by and between Charles Sullivan and Shirley Sullivan (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated June 28, 2007, recorded April 23, 2008, as Instrument No. 2008-001962, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 6, 2013, by and between Grantor and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 6, 2013, recorded August 5, 2014, as Instrument No. 2014-003960, in the official records of Lewis County, New York.

**Tract 19**

Raymond and Helen Taylor

Wind Energy Lease For Construction of Wind Turbine Generators and Grant of Easements dated November 15, 2005, by and between Raymond and Helen Taylor (“Grantor”) and Beneficial Renewable Resources, LLC (“Grantee”), as memorialized by that certain Memorandum of Wind Energy Lease for Construction of Wind Turbine Generators and Grant of Easements dated November 15, 2005, recorded May 12, 2006, as Instrument No. 2006-01498, in the official records of Lewis County, New York, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated August 6, 2013, by and between Grantor and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Amended and Restated Memorandum of Lease and Easement Agreement dated August 6, 2013, recorded July 11, 2017, as Instrument No. 2017-003936, in the official records of Lewis County, New York.

**Tract 20**

Tug Hill, LLC

Lease Agreement dated June 18, 2015, by and between Tug Hill, LLC (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Memorandum of Lease Agreement dated June 18, 2015, recorded April 6, 2016, as Instrument No. 2016-001817, in the official records of Lewis County, New York.

**Tract 21**

Herbert Yancey and Merle Yancey

Lease and Easement Agreement dated May 4, 2012, by and between Herbert Yancey and Merle Yancey (“Landowner”) and Copenhagen Wind Farm, LLC (“Wind Company”), as memorialized by that certain Memorandum of Lease Agreement dated May 4, 2012, recorded July 31, 2014, as Instrument No. 2014-003844, in the official records of Lewis County, New York.

**Tract 22**

Carolyn Zehr

Lease and Easement Agreement dated February 22, 2012, by and between Norman and Carolyn Zehr and Copenhagen Wind Farm, LLC ("Wind Company"), as memorialized by that certain Memorandum of Lease Agreement dated February 22, 2012, as amended and restated by that certain Amended and Restated Lease and Easement Agreement dated July 26, 2017, by and between Carolyn Zehr ("Landowner") and Wind Company, as memorialized by that certain Memorandum of Amended and Restated Lease and Easement Agreement dated July 26, 2017, recorded September 5, 2017, as Instrument No. 2017-005016, in the official records of Lewis County, New York.

**Tract 23**

Lauren D. and Debbie R. Zehr

Lease and Easement Agreement dated May 24, 2012, by and between Lauren and Debra Zehr ("Landowner") and Copenhagen Wind Farm, LLC ("Wind Company"), as memorialized by that certain Memorandum of Lease and Easement Agreement dated May 24, 2012, recorded March 14, 2016, as Instrument No. 2016-001412, in the official records of Lewis County, New York (excluding therefrom the portion of the leased land located within the Town of Harrisburg, New York for purposes of the straight-lease transaction between Wind Company and the County of Lewis Industrial Development Agency).

**TRANSMISSION EASEMENTS:**

**Tract 24**

Charles Fanning & Carolyn Fanning Irrevocable Living Trust

Transmission Easement Agreement dated October 24, 2014, by and between Charles Fanning & Carolyn Fanning Irrevocable Living Trust (also known as Charles Fanning Family Trust) ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded April 7, 2015, as Instrument No. 2015-001418, in the official records of Lewis County, New York.

**Tract 25**

Richard R. and Cecelia M. Furgison

Transmission Easement Agreement dated March 13, 2015, by and between Richard R. and Cecelia M. Furgison ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded April 9, 2015, as Instrument No. 2015-001454, in the official records of Lewis County, New York.

**Tract 26**

Peter and Sandra Jones

Transmission Easement Agreement dated September 10, 2013, by and between Peter and Sandra Jones ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded August 5, 2014, as Instrument No. 2014-003953, in the official records of Lewis County, New York, as amended by

that certain First Amendment to Transmission Easement Agreement dated September 28, 2017, by and between Grantor and Grantee, as memorialized by that certain Memorandum of First Amendment to Transmission Easement Agreement dated September 28, 2017, recorded October 18, 2017, as Instrument No. 2017-005887, in the official records of Lewis County, New York.

**Tract 27**

Walter and Doris Kennell

Transmission Easement Agreement dated October 16, 2014, by and between Walter and Doris Kennell ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded December 16, 2014, as Instrument No. 2014-006486, in the official records of Lewis County, New York.

**Tract 28**

Jeffry and Marjorie Lyndaker

Transmission Easement Agreement dated December 18, 2013, by and between Jeffry and Marjorie Lyndaker ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded August 5, 2014, as Instrument No. 2014-003954, in the official records of Lewis County, New York.

**Tract 29**

Maxwell J. Makuch and Patsy S. Makuch

Transmission Easement Agreement dated January 26, 2017, by and between Maxwell J. Makuch and Patsy S. Makuch ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded July 11, 2017, as Instrument No. 2017-003935, in the official records of Jefferson County, New York.

**Tract 30**

Randall E. and Becky J. Murphy

Transmission Easement Agreement dated September 13, 2013, by and between Randall E. and Becky J. Murphy ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded February 12, 2014, as Instrument No. 2014-000764, in the official records of Lewis County, New York.

**Tract 31**

Gary and Sarah Parker

Transmission Easement Agreement dated January 16, 2014, by and between Gary and Sarah Parker ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded April 7, 2015, as Instrument No. 2015-001422, in the official records of Lewis County, New York.

**Tract 32**

Donald R. and Margaret M. Rice

Transmission Easement Agreement dated June 6, 2014, by and between Donald R. and Margaret M. Rice ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded July 31, 2014, as Instrument No. 2014-003845, in the official records of Lewis County, New York.

**Tract 33**

Norma J. Robbins

Transmission Easement Agreement dated November 24, 2013, by and between Norma J. Robbins (“Grantor”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded August 5, 2014, as Instrument No. 2014-003961, in the official records of Lewis County, New York.

**Tract 34**

Thorn Apple Hill (fmly Patrick W. Britton, Richard A. Buckingham, and James A. Buckingham)

Transmission Easement Agreement dated September 12, 2013, by and between Patrick W. Britton, Richard A. Buckingham, and James A. Buckingham (“Grantor”) and Copenhagen Wind Farm, LLC (“Grantee”), as amended by that certain First Amendment to Transmission Easement Agreement dated January 31, 2018, by and between Grantor and Grantee, as amended by that certain Second Amendment to Transmission Easement Agreement dated May 17, 2018, by and between Grantor and Grantee, recorded May 23, 2018, as Instrument No. 2018-002577, in the official records of Jefferson County, New York.

**Tract 35**

Tug Hill, LLC

Transmission Easement Agreement dated June 18, 2015, by and between Tug Hill, LLC (“Grantor”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded April 6, 2016, as Instrument No. 2016-001816, in the official records of Lewis County, New York.

**Tract 36**

Lynn A. Allen and Susan R. Allen

Transmission and Access Easement Agreement dated October 22, 2016, by and between Lynn A. Allen and Susan R. Allen (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded December 13, 2016, as Instrument No. 2016-00017825, in the official records of Jefferson County, New York.

**Tract 37**

Paul Baker and Leona Baker

Transmission and Access Easement Agreement dated January 19, 2013, by and between Paul Baker (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded January 16, 2014, as Instrument No. 2014-00000501, in the official records of Jefferson County, New York.

**Tract 38**

Shirley Elmer, Jeanne Elmer Randazzo, Kathleen Elmer and Randy Elmer, and Kathleen Elmer acting pursuant to a power of attorney on behalf of Sandra Elmer, Gary Elmer and Danny Elmer

Transmission and Access Easement Agreement dated June 15, 2014, by and between Shirley Elmer, Jeanne Elmer Randazzo, Kathleen Elmer and Randy Elmer, and Kathleen Elmer acting pursuant to a power of attorney on behalf of Sandra Elmer, Gary Elmer and Danny Elmer (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded May 23, 2017, as Instrument No. 2017-00007681, in the official records of Jefferson County, New York.

**Tract 39**

Kathleen Elmer

Transmission and Access Easement Agreement dated July 1, 2015, by and between Kathleen Elmer (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded April 20, 2016, as Instrument No. 2016-00005202, in the official records of Jefferson County, New York.

**Tract 40**

Randy Elmer

Transmission and Access Easement Agreement dated July 13, 2015, by and between Randy Elmer (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded April 6, 2016, as Instrument No. 2016-00004513, in the official records of Jefferson County, New York.

**Tract 41**

James C. Harter

Transmission and Access Easement Agreement dated August 5, 2016, by and between James C. Harter (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded December 13, 2016, as Instrument No. 2016-00017829, in the official records of Jefferson County, New York.

**Tract 42**

Michael W. Hill

Transmission and Access Easement Agreement dated April 6, 2018, by and between Michael W. Hill (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded April 18, 2018, as Instrument No. 2018-00005198, in the official records of Jefferson County, New York.

**Tract 43**

Hillcrest Farms, LLC

Transmission and Access Easement Agreement dated February 19, 2013, by and between Hillcrest Farms, LLC (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded April 25, 2014, as Instrument No. 2014-00004856, in the official records of Jefferson County, New York, as amended by that certain Amended and Restated Transmission and Access Easement Agreement dated April 6, 2018, by and between Owner and Grantee, recorded April 18, 2018, as Instrument No. 2018-00005197, in the official records of Jefferson County, New York.



**Tract 44**

Harold C. Kiebach and Kathleen E. Kiebach, and Gerald H. Kiebach

Transmission and Access Easement Agreement dated November 6, 2012, by and between Harold C. Kiebach and Kathleen E. Kiebach, and Gerald H. Kiebach (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), as amended by that certain First Amendment to Transmission and Access Easement Agreement dated March 7, 2018, by and between Owner and Grantee, recorded April 17, 2018, as Instrument No. 2018-00005172, in the official records of Jefferson County, New York.

**Tract 45**

Joseph W. Mack, Jr. and Teresa A. Sheldon

Transmission and Access Easement Agreement dated November 8, 2013, by and between Joseph W. Mack, Jr. and Teresa A. Sheldon (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded April 7, 2015, as Instrument No. 2015-00004739, in the official records of Jefferson County, New York.

**Tract 46**

Marvin Micek and Diane Micek

Transmission and Access Easement Agreement dated March 16, 2013, by and between Marvin Micek (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded January 16, 2014, as Instrument No. 2014-00000503, in the official records of Jefferson County, New York.

**Tract 47**

Murcrest Farms, LLC

Transmission and Access Easement Agreement dated April 4, 2013, by and between Murcrest Farms, LLC (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded January 16, 2014, as Instrument No. 2014-00000505, in the official records of Jefferson County, New York.

**Tract 48**

Pleasant Lake Farms, LLC

Transmission and Access Easement Agreement dated October 1, 2014, by and between Pleasant Lake Farms, LLC (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded May 17, 2017, as Instrument No. 2017-00007373, in the official records of Jefferson County, New York.

**Tract 49**

Ronald R. Roberts

Transmission and Access Easement Agreement dated July 19, 2013, by and between Ronald R. Roberts (“Owner”) and Copenhagen Wind Farm, LLC (“Grantee”), recorded January 16, 2014, as Instrument No. 2014-00000496, in the official records of Jefferson County, New York.

**Tract 50**

Rutland Meadows, LLC (fmly Carleton Tousant)

Transmission and Access Easement Agreement dated February 25, 2013, by and between Carleton Tousant ("Owner") and Copenhagen Wind Farm, LLC ("Grantee"), recorded January 16, 2014, as Instrument No. 2014-00000497, in the official records of Jefferson County, New York.

**Tract 51**

John W. Snyder and Karen M. Snyder

Transmission and Access Easement Agreement dated November 30, 2012, by and between John Snyder ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), recorded January 16, 2014, as Instrument No. 2014-00000500, in the official records of Jefferson County, New York.

**Tract 52**

Bryan C. and Vicki L. Tousant

Transmission and Access Easement Agreement dated February 25, 2013, by and between Bryan C. and Vicki L. Tousant ("Owner") and Copenhagen Wind Farm, LLC ("Grantee"), recorded January 16, 2014, as Instrument No. 2014-00000499, in the official records of Jefferson County, New York.

**Tract 53**

Charles Tousant

Transmission and Access Easement Agreement dated March 22, 2013, by and between Charles Tousant ("Owner") and Copenhagen Wind Farm, LLC ("Grantee"), recorded January 16, 2014, as Instrument No. 2014-00000498, in the official records of Jefferson County, New York.

**Tract 54**

Craig S. Tousant and Laura R. Tousant

Transmission and Access Easement Agreement dated March 1, 2013, by and between Craig Tousant ("Owner") and Copenhagen Wind Farm, LLC ("Grantee"), recorded January 16, 2014, as Instrument No. 2014-00000504, in the official records of Jefferson County, New York.

**ACCESS EASEMENTS:**

**Tract 55**

Lynn A. Allen and Susan R. Allen

Access Easement Agreement dated September 29, 2017, by and between Lynn A. Allen and Susan R. Allen ("Grantor") and Copenhagen Wind Farm, LLC ("Grantee"), as memorialized by that certain Memorandum of Access Easement Agreement dated September 29, 2017, recorded October 18, 2017, as Instrument No. 2017-00016197, in the official records of Jefferson County, New York.

**Tract 56**

Murcrest Farms, LLC

Access Easement Agreement dated January 6, 2017, by and between Murcrest Farms, LLC (“Grantor”) and Copenhagen Wind Farm, LLC (“Grantee”), as memorialized by that certain Memorandum of Access Easement Agreement dated January 6, 2017, recorded July 11, 2017, as Instrument No. 2017-003937, in the official records of Lewis County, New York.

**TEMPORARY MET AGREEMENT:**

**Tract 57**

Gene D. Bolton, as to 1/4 interest, Timothy Sullivan, as to 1/4 interest, Harold T. Sullivan, as to 1/4 interest, Kimberly A. Lobdell, as to 1/12 interest, Matthew D. Stephenson, as to 1/12 interest, and Tamie L. Stephenson, as to 1/12 interest

Meteorological Data Acquisition Equipment Land Lease Agreement dated October 6, 2017 by and between Gene D. Bolton, as to 1/4 interest, Timothy Sullivan, as to 1/4 interest, Harold T. Sullivan, as to 1/4 interest, Kimberly A. Lobdell, as to 1/12 interest, Matthew D. Stephenson, as to 1/12 interest, and Tamie L. Stephenson, as to 1/12 interest (“Owner”) and Copenhagen Wind Farm, LLC (“Copenhagen”).

**Tract 58**

Lyndon W. Moser and Patricia F. Moser

Meteorological Data Acquisition Equipment Land Lease Agreement dated March 7, 2018 by and between Lyndon W. Moser and Patricia F. Moser (“Owner”) and Copenhagen Wind Farm, LLC (“Copenhagen”).

**FEE SIMPLE INTERESTS:**

**Tract 59**

Copenhagen Wind Farm, LLC

Warranty Deed dated February 13, 2017, by and between Lynn A. Allen and Susan R. Allen (“Parties of the first part”) and Copenhagen Wind Farm, LLC (“Party of the second part”), recorded February 15, 2017, as Instrument No. 2017-00002464, in the official records of Jefferson County, New York, conveying the three-acre parcel located in Rutland, Jefferson County, New York, more particularly described as follows:

All that tract or parcel of land situate in the Town of Rutland, County of Jefferson, State of New York, being a portion of Great Lot 31, and being more precisely described as follows:

Beginning at a point in the centerline of Middle Road (49.5-foot width), said point being the northwesterly corner of a parcel of land conveyed by Joseph W. Mack Jr. to Joseph W. Mack Jr. and Teresa A. Sheldon by deed dated June 6, 2013 and recorded in the Jefferson County Clerk's Office on January 7, 2014 as Instrument No. 2014-00000142, said point having New York State

plane coordinates (NAD83/2011 - Central Zone) of 1,436,979.52 feet North and 1,019,038.06 feet East;

thence South 11 degrees 35 minutes 39 seconds West, along the westerly line of Joseph W. Mack Jr. and Teresa A. Sheldon, a distance of 1,115.43 to a set 5/8-inch by 36-inch rebar with a 1 1/4-inch diameter red plastic cap marked "THEW CANTON NY" (herein after referred to as a 5/8-inch rebar), said course passing over a 1-inch iron pipe (0.3 feet below grade) found at a distance of 24.05 feet;

thence through a parcel of land conveyed by Jackson G. and Caroline A. Allen to Lynn A. and Susan R. Allen by deed dated August 8, 2002 and recorded in the Jefferson County Clerk's Office on August 8, 2002 in Liber 1874 of Deeds at Page 78, the following eight courses and distances:

1. North 78 degrees 24 minutes 21 seconds West a distance of 200.00 feet to a set 5/8-inch rebar;
2. North 11 degrees 35 minutes 39 seconds East a distance of 436.00 feet to a set 5/8-inch rebar;
3. South 78 degrees 24 minutes 21 seconds East a distance of 184.00 feet to a set 5/8-inch rebar;
4. North 11 degrees 35 minutes 39 seconds East a distance of 330.00 feet to a 5/8-inch rebar;
5. North 49 degrees 57 minutes 59 seconds West a distance of 50.21 feet to a 5/8-inch rebar;
6. North 11 degrees 35 minutes 39 seconds East a distance of 120.00 feet to a 5/8-inch rebar;
7. North 83 degrees 38 minutes 55 seconds West a distance of 89.60 feet to a 5/8-inch rebar;
8. North 11 degrees 35 minutes 39 seconds East a distance of 200.00 feet to a point in the centerline of Middle Road, said course passing over a 5/8-inch rebar set on the southerly right-of-way of Middle Road at a distance of 175.15 feet;

thence South 83 degrees 38 minutes 55 seconds East, along the centerline of Middle Road, a distance of 150.00 feet to the Point of Beginning.

To contain 3.00 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

Subject to a 100-foot wide electric transmission line easement granted to Northern New York Utilities, Inc. by instrument dated July 9, 1924 and recorded in the Jefferson County Clerk's office on July 23, 1924 in Liber 375 of Deeds at Page 583.

The above described parcel of land is intended to be a portion of the same premises conveyed by Jackson G. and Caroline A. Allen to Lynn A. and Susan R. Allen by deed dated August 8, 2002 and recorded in the Jefferson County Clerk's office on August 8, 2002 in Liber 1874 of Deeds at Page 78.

The above mentioned coordinates, bearings, and distances are referenced to the North American Datum of 1983, 2011 adjustment (NAD83/2011), projected on the New York State Plane Coordinate System (Central Zone).

Parcel Identification/Tax Map Number: 4.00-2-15.3; containing approximately 3 acres.

**Tract 60**

Copenhagen Wind Farm, LLC

Warranty Deed dated September 8, 2017, by and between Gerald H. Kiebach ("Party of the first part") and Copenhagen Wind Farm, LLC ("Party of the second part"), recorded September 12, 2017, as Instrument No. 2017-005152, in the official records of Lewis County, New York, conveying the three-acre parcel located in Denmark, Lewis County, New York, more particularly described as follows:

All that tract or parcel of land situate in the Town of Denmark, County of Lewis, State of New York, being a portion of Great Lot 11 in Township No. 5, and being more precisely described as follows:

Commencing at a 5/8-inch rebar with a 1 ¼-inch diameter red plastic cap marked "THEW CANTON NY" (herein after referred to as a 5/8-inch rebar) set at the intersection of the easterly bounds of New York State Route 12 (variable width) with the northerly line of Great Lot 7, said rebar also being on the division line of Jefferson and Lewis Counties, said rebar having new York State plane coordinates (NAD83/2011 – Central Zone) of 1,426,284.48 feet North and 1,051,770.98 feet East;

Thence North 50 degrees 56 minutes 56 seconds East, in part with a barbed wire fence, and along the northerly line of Great Lots 7 and 11 and along the division line of Jefferson and Lewis Counties, a distance of 1,607.12 feet to a set 5/8-inch rebar, said rebar having New York State plane coordinates (NAD 83/2011 – Central Zone) of 1,427,296.98 feet North and 1,053,019.04 feet East, said rebar also being the Point of Beginning;

Thence continuing North 50 degrees, 56 minutes 56 seconds East, along the northerly line of Great Lot 7 and along the division line of Jefferson and Lewis Counties, a distance of 400.00 feet to a 5/8-inch rebar set at the northwesterly corner of a parcel of land conveyed by Jasin F. and Cynthia L. Carroll to Marks Farms by deed dated May 23, 2014 and recorded in the Lewis County Clerk's Office on July 9, 2014 as Instrument No. 2014-003411;



Thence South 44 degrees 59 minutes 38 seconds East, in part with a barbed wire fence and along the westerly line of Marks Farms, a distance of 328.45 feet to a set 5/8-inch rebar;

Thence through a parcel of land conveyed by Thomas W. and Sharon V. Fleming to Harold C. and Kathleen E. Kiebach, and Gerald H. Kiebach by deed dated August 25, 1999 and recorded in the Lewis County Clerk's Office on August 27, 1999 in Liber 646 of Deeds at Page 338, the following two courses and distances:

1. South 50 degrees 56 minutes 56 seconds West a distance of 400.00 feet to a set 5/8-inch rebar;
2. North 44 degrees 59 minutes 38 seconds West a distance of 328.45 feet to the Point of Beginning.

To contain 3.00 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

The above described parcel of land is intended to be a portion of the same premises conveyed by Thomas W. and Sharon V. Fleming to Harold C. and Kathleen E. Kiebach and Gerald H. Kiebach by deed dated August 25, 1999 and recorded in the Lewis County Clerk's Office on August 27, 1999 in Liber 646 of Deeds at Page 338.

Together with a 25-foot wide permanent easement for ingress and egress to the above-described 3.00-acre parcel, extending northeasterly and northwesterly from the easterly bounds of New York State Route 12, the centerline of which is more precisely described as follows:

Commencing at a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "THEW CANTON NY" (hereinafter referred to as a 5/8-inch rebar) set at the intersection of the easterly bounds of New York State Route 12 (variable width) with the northerly line of Great Lot 7, said rebar also being on the division line of Jefferson and Lewis Counties, said rebar having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,426,284.48 feet North and 1,051,770.98 feet East;

Thence along the easterly bounds of New York State Route 12, the following four courses and distances;

1. South 75 degrees 38 minutes 12 seconds East a distance of 64.47 feet to a found concrete highway monument;
2. South 66 degrees 49 minutes 28 seconds East a distance of 401.41 feet to a found concrete highway monument;
3. South 33 degrees 38 minutes 01 seconds East a distance of 110.55 feet to a point;
4. South 51 degrees 33 minutes 40 seconds East a distance of 108.35 feet to a point, said point having New York State plane coordinates (NAD83/2011 -

Central Zone) of 1,425,951.11 feet North and 1,052,348.55 feet East, said point also being the Point of Beginning;

Thence through a parcel of land conveyed by Thomas W. and Sharon V. Fleming to Harold C. and Kathleen E. Kiebach and Gerald H. Kiebach by deed dated August 25, 1999 and recorded in the Lewis County Clerk's Office on August 27, 1999 in Liber 646 of Deeds at Page 338, the following seven courses and distances:

1. North 49 degrees 36 minutes 38 seconds East a distance of 276.50 feet to a point;
2. along a curve defecting to the right, having a central angle of 61 degrees 42 minutes 44 seconds and a radius of 50.00 feet an arc distance of 53.85 feet to a point (chord: North 80 degrees 28 minutes 00 seconds East, 51.29 feet);
3. South 68 degrees 40 minutes 38 seconds East a distance of 502.95 feet to a point;
4. along a curve deflecting to the left, having a central angle of 60 degrees 29 minutes 09 seconds and a radius of 50.00 feet, an arc distance of 52.78 feet to a point (chord: North 81 degrees 04 minutes 48 seconds East, 50.37 feet);
5. North 50 degrees 50 minutes 13 seconds East a distance of 1,174.47 feet to a point;
6. along a curve defecting to the left, having a central angle of 95 degrees 49 minutes 52 seconds and a radius of 50.00 feet, an arc distance of 83.63 feet to a point (chord: North 02 degrees 55 minutes 18 seconds East, 74.22 feet);
7. North 44 degrees 59 minutes 38 seconds West a distance of 723.79 feet to a point on the southerly line of the above described 3.00-acre substation parcel.

The above mentioned coordinated, bearing and distanced are referenced to the North American Datum of 1983, 2011 adjustment (NAD83/2011), projected on the New York State Plane Coordinate System (Central Zone).

Parcel Identification/Tax Map Number: 109.00-01-11.200; containing approximately 5 acres.

**Tract 61**  
Copenhagen Wind Farm, LLC

Warranty Deed dated October 4, 2017, by and between Marks Farms Realty, LLC ("Party of the first part") and Copenhagen Wind Farm, LLC ("Party of the second part"), recorded October 10, 2017, as Instrument No. 2017-005707, in the official records of Lewis County, New York, conveying the five-acre parcel located in Denmark, Lewis County, New York, more particularly described as follows:

All that tract or parcel of land situate in the Town of Denmark, County of Lewis, State of New York, being a portion of Great Lot 11 in Township No. 5, and being more precisely described as follows:

Beginning at the intersection of the centerline of Plank Road (49.5-foot width) with the northerly line of Great Lot 11, said point also being on the division line of Jefferson and Lewis Counties, said point having New York State plane coordinates (NAD83 - Central Zone) of 1,429,042.12 feet North and 1,055,134.82 feet East;

thence North 49 degrees 42 minutes 31 seconds East, along the northerly line of Great Lot 11 and the division line between Jefferson and Lewis Counties, a distance of 600.00 feet to a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "THEW CANTON NY" (herein after referred to as a 5/8-inch rebar), said course passing over a 5/8-inch rebar set on the easterly right-of-way of Plank Road at a distance of 25.20 feet; thence through a parcel of land conveyed by Jasin F. and Cynthia L. Carroll to Marks Farms by deed dated May 23, 2014 and recorded in the Lewis County Clerk's Office on July 9, 2014 at Instrument No. 2014-003411, the following two courses and distances:

1. South 44 degrees 33 minutes 02 seconds East a distance of 364.20 feet to a set 5/8-inch rebar;
2. South 49 degrees 42 minutes 31 seconds West a distance of 600.00 feet to a point in the centerline of Plank Road, said course passing over a 5/8-inch rebar set on the easterly right-of-way of Plank Road at a distance of 574.93 feet;

thence along the centerline of Plank Road, the following two courses and distances:

1. North 44 degrees 27 minutes 11 seconds West a distance of 352.88 feet to a point;
2. North 47 degrees 35 minutes 13 seconds West a distance of 11.33 feet to the Point of Beginning.

To contain 5.00 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

The above described parcel of land is intended to a portion of the same premises conveyed by Jasin F. and Cynthia L. Carroll to Marks Farms by deed dated May 23, 2014 and recorded in the Lewis County Clerk's Office on July 9, 2014 at Instrument No. 2014-003411.

The above mentioned coordinates, bearings, and distances are referenced to the North American Datum of 1983, 2011 adjustment (NAD83/2011) and projected on the New York State Plane Coordinate System (Central Zone).

Parcel Identification/Tax Map Number: 109.00-01-12.132; containing approximately 5 acres.

## Schedule B

### Description of the Equipment

All machinery, apparatus, appliances, equipment, building materials, fittings, fixtures and furnishings and other property of every kind and nature whatsoever now or hereafter affixed to, located upon, appurtenant thereto or usable or used in connection with the present or future acquisition, construction, installation, operation and occupancy of the Project Facility to the extent acquired in the name of the Agency by the Company pursuant to the Agency appointment described in the Leaseback Agreement or to the extent the Company conveys title in such property to the Agency, including but not limited to the following:

(1) Pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, telephone equipment and call systems, computers, servers and other IT equipment, stoves, ranges, microwave ovens, refrigerators and other lunch room facilities, rugs, movable partitions, office furniture, 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;
- Project substation control house building materials, equipment and supplies;
- Diesel-powered back-up generator for the Project substation control house;
- Interconnection substation control house building materials, equipment and supplies;
- 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 building materials and supplies;
- Gas-powered back-up generator for the operations and maintenance building;
- Operations and maintenance equipment (cranes, gators, snow plows, snowmobiles, etc.);
- Security equipment, facilities and devices;
- Safety equipment and devices;
- Vehicles and 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;
- 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.