

CLOSING ITEM NO.: A-3

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

AND

NUMBER THREE WIND LLC

LEASE AGREEMENT

DATED AS OF DECEMBER 1, 2021

RELATING TO A LEASEHOLD INTEREST HELD BY THE
LANDLORD IN CERTAIN PARCELS OF LAND LOCATED ON THE
EASTERN BORDER OF THE TOWN OF LOWVILLE AND
THROUGHOUT THE TOWN OF HARRISBURG, LEWIS COUNTY,
NEW YORK.

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LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of December 1, 2021 (the "Lease Agreement") by and between COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 7551 South State Street, PO Box 106, Lowville, New York (the "Agency"), and NUMBER THREE WIND LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at One South Wacker Drive, Suite 1800, Chicago, Illinois (the "Company");

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities, whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 62 of the Laws of 1973 of the State (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, in March, 2019, Number Three Wind LLC, a State of Delaware limited liability company (the "Company"), submitted an application (the "Application") to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest or interests in various parcels of land (most approximately one-half acre in size) scattered amongst approximately 9,000 acres located on the eastern border of the Town of Lowville and throughout the Town of Harrisburg, Lewis County, New York (collectively, the "Land"), (2) the construction of various improvements to be located on the Land, including, but not limited to, the following: approximately thirty-one (31) 2.3/3.6 mega-watt series wind turbine generators (approximately 13 of such generators to be located in the Town of Lowville and approximately 18 generators to be located in the Town of Harrisburg), improvement foundations, POI switchyards, collection substations, and an operations and maintenance building (collectively, the "Facility"), (3) the construction of associated transmission lines and cables, other electrical interconnect infrastructure, and access roads (collectively, the "Infrastructure"), and (4) the acquisition and installation of certain machinery and

equipment therein and thereon (collectively, the “Equipment”) (the Land, the Facility, the Infrastructure and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to constitute the development of a wind energy facility to be owned and operated by the Company; (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 certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, by resolution adopted by the members of the Agency on June 6, 2019 (the “Public Hearing Resolution”), the Agency authorized a public hearing to be held pursuant to Section 859-a of the Act with respect to the Project; and

WHEREAS, pursuant to the Public Hearing Resolution, the Executive Director of the Agency (A) caused notices of public hearings of the Agency (collectively, the “Public Hearing”) pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on June 13, 2019 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is to be located, (B) caused notice of the Public Hearing to be posted on (1) June 13, 2019 at the (a) Town of Lowville Town Hall in the Town of Lowville, County of Lewis, New York, and (b) Town of Harrisburg Town Hall in the Town of Harrisburg, County of Lewis, New York, and (2) June 13, 2019 on the Agency’s website, (C) caused notice of the Public Hearing to be published on June 12, 2019 in the Lowville Journal & Republican, a newspaper of general circulation available to the residents of Lewis County, New York, (D) conducted the Public Hearing (1) on June 25, 2019 at 10:00 a.m., local time at the offices of the Agency located at 7840 State Route 26 in the Town of Lowville, County of Lewis, New York, and on June 26, 2019 at 10:00 a.m. local time at the Town of Harrisburg Town Hall located at 7886 Cobb Road in the Town of Harrisburg, Lewis County, New York, and (E) prepared reports of each Public Hearing (collectively, the “Public Hearing Report”) fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the 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, as amended (the “Regulations”, and collectively with the SEQR Act, “SEQRA”), the Company submitted a preliminary scoping statement among other materials, documents, status reports, and filing letters (collectively, the “Materials”) to the New York State Board on Electric Generation Siting and the Environment (the “Siting Board”) with respect to the Project pursuant to Article 10 of the Public Service Law of the State of New York, as amended (“Article 10”); and

WHEREAS, the Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law and therefore no SEQRA review is required; and

WHEREAS, in order to preserve the sales tax exemption which forms a major portion of the Financial Assistance, the members of the Agency adopted a further resolution on June 27, 2019 (the “Agent Resolution”), subject to certain conditions, determining to temporarily appoint (A) the Company to act as agent of the Agency to undertake and complete the Project and (B) any general contractor (each, a “Contractor” and collectively, the “Contractors”), as sub-agents of the Agency to undertake the Project, said interim appointment to expire no later than January 31, 2020 (the “Initial Interim Term Date”); and

WHEREAS, by further resolution adopted by the members of the Agency on June 3, 2021, (the “Approving Resolution”), the Agency determined to grant the Financial Assistance and to enter into a lease

agreement dated as of December 1, 2021 (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the Agency, to undertake and complete the Project and (B) the Agency has leased the Project Facility to the Company; and

WHEREAS, the Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, in February, 2021, the Agency received an amended application (the "Amended Application") with respect to the Project from the Company, which Amended Application contains revised Project costs resulting in the need for the Agency, pursuant to Section 859-a of the Act, to hold a public hearing with respect to the Project and the amount of the Financial Assistance as described in the Amended Application; and

WHEREAS, pursuant to the Amended Application, the Chief Executive Officer of the Agency (A) caused notice of a public hearing of the Agency (the "Second Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project, to be mailed on November 15, 2021 to the chief executive officers of the county and of each city, town, village and school district in which the Project is or is to be located, (B) caused notice of the Second Public Hearing to be posted on (1) November 17, 2021 on a public bulletin board located in the Town of Lowville office located at 5535 Bostwick Street in the Town of Lowville, Lewis County, New York and on the Agency's website and (2) November 18, 2021 on a public bulletin board located at 7886 Cobb Road in the Town of Harrisburg, Lewis County, New York, (C) caused notice of the Second Public Hearing to be published on November 17, 2021 in the Watertown Daily Times a newspaper of general circulation available to the residents of Lewis County, New York, (D) conducted the Public Hearing on November 29, 2021 at 2:00 o'clock p.m., local time at the Town of Lowville offices located at 5535 Bostwick Street in the Town of Lowville, Lewis County, New York, and (E) prepared a report of the Second Public Hearing (the "Second Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Second Hearing Report to be made available to the members of the Agency; and

WHEREAS, pursuant to SEQRA, Company is complying with Article 10 of the Public Service Law regarding the siting of electrical generating facilities; and

WHEREAS, pursuant to the Amended Application, the Agency, by resolution adopted by the members on December 2, 2021 (the "Amended Approving Resolution"), determined to amend the Approving Resolution pursuant to the Amended Application; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency a certain lease to agency dated as of December 1, 2021 (the "Lease to Agency") by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company will lease to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the "Leased Premises"); (B) the Company and the Agency will execute and deliver (1) a certain payment in lieu of tax agreement dated as of December 1, 2021 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the "Section 875 GML Recapture Agreement") by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of

certain sales and use taxes; (C) the Agency and the Company will execute and deliver the uniform agency project agreement dated as of December 1, 2021 (the "Uniform Agency Project Agreement") by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency will file with the assessor and mail to the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Project Facility and the Payment in Lieu of Tax Agreement; (E) the Agency will execute and deliver to the Company a sales tax exemption letter (the "Sales Tax Exemption Letter") to ensure the granting of the sales tax exemption which forms a part of the Financial Assistance and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report"); and

WHEREAS, the providing of the Project Facility and the lease of the Project Facility to the Company pursuant to this Lease Agreement is for a proper purpose, to wit, to advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State, pursuant to the provisions of the Act; and

WHEREAS, all things necessary to constitute this Lease Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Lease Agreement have in all respects been duly authorized by the Agency and the Company;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITIONS. All of the capitalized terms used in this Lease Agreement and the preambles hereto not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Appendix A and made a part hereof.

SECTION 1.2. INTERPRETATION. In this Lease Agreement, unless the context otherwise requires:

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

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

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

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

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

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Lease Agreement and the other Basic Documents to which the Agency is a party and to carry out its obligations hereunder and thereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project will constitute a “project”, as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Agency is a party.

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

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

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

SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified and authorized to do business in the State of New York and all other jurisdictions in which its operations or ownership of Properties so require, and has the power to enter into this Lease Agreement and the other Basic Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its members, the Company has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Company is a party.

(B) Except as has been heretofore disclosed to the Agency, neither the execution and delivery of this Lease Agreement or the other Basic Documents to which the Company is a party, the consummation

of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Lease Agreement or the other Basic Documents to which the Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's Articles of Organization and operating agreement or any other restriction, order, judgment, agreement or instrument to which the Company is a party or by which the Company or any of its Property is bound, or (2) constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any Property of the Company under the terms of any such instrument or agreement, other than the Permitted Encumbrances, or (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected, or (4) require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the Property of the Company.

(C) The completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State of New York to another area in the State of New York and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State of New York.

(D) (1) The Project Facility does not constitute a project where facilities or property that are primarily used in making retail sales of goods and/or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project, and accordingly the Project is not prohibited by the provisions of Section 862(2)(a) of the Act, and (2) accordingly the Agency is authorized to provide financial assistance in respect of the Project pursuant to Section 862(2)(a) of the Act.

(E) The Basic Documents to which the Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(F) The Project Facility is, and so long as this Lease Agreement shall remain in effect, the Project Facility will continue to be a "project", as such quoted term is defined in the Act, and the Company will not take any action (or omit to take any action required by the Basic Documents or which the Agency advises the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way (1) cause the Project Facility not to constitute a "project", as such quoted term is defined in the Act, or (2) cause the Financial Assistance to be applied in a manner contrary to that provided in the Basic Documents.

(G) The Project Facility and the operation thereof will comply with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith. The Company shall cause all notices as required by all Applicable Laws to be given, and shall comply or cause compliance with all Applicable Laws, and the Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith.

(H) The Project is exempt from review under SEQRA pursuant to the provisions of Article 10 of the Public Service Law and therefore no SEQRA review is required.

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

and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency.

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

(K) The Company acknowledges receipt of notice of Section 874(9) of the Act, which requires that, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company, as agent of the Agency, shall cause the Agency to file within thirty (30) days of the date the Company is appointed 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 of Taxation and Finance, identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, 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.

ARTICLE III

CONVEYANCE AND USE OF PROJECT FACILITY

SECTION 3.1. CONVEYANCE TO THE AGENCY. (A) Pursuant to the Underlying Lease, the Company has or will convey, or will cause to be conveyed, to the Agency a leasehold interest in the Project Facility, including the Leased Land and all improvements located or to be located thereon. The Company shall execute, deliver and record or file all instruments necessary or appropriate to so vest title in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons. The Company shall, however, be entitled to physical possession and control of the Project Facility and shall be liable at all times for all risk, loss and damage with respect to the Project Facility.

(B) The Company hereby represents and warrants that it has good and marketable leasehold interest in the portions of the Project Facility that exist on the Closing Date, free and clear from all Liens except for Permitted Encumbrances, and agrees that the Company will defend, indemnify and hold the Agency harmless from any expense or liability due to any defect in title thereto. The Company shall execute, deliver and record or file all instruments necessary or appropriate to so vest title in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons. The Company also agrees to pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a Lien affecting the Project Facility, except for Permitted Encumbrances.

SECTION 3.2. USE OF PROJECT FACILITY. Subsequent to the Closing Date, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Basic Documents or the Act, provided such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act and does not tend, in the reasonable judgment of the Agency, to bring the Project Facility into disrepute as a public project; provided, however, that the Project Facility will not be used (1) as facilities used or to be used primarily for sectarian instruction or as a place of religious worship or (2) primarily as in connection with any part of a program of a school or department of divinity for any religious denomination; provided, further, however, that at no time shall any such use of the Project Facility be other than as a wind energy facility and uses related thereto, without the written consent of the Agency.

SECTION 3.3. HAZARDOUS MATERIALS. (A) The Company represents, warrants and covenants that the Company has not used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and no prior owner of the Project Facility or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from or affecting the Project Facility in any manner which violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

(B) The Company shall keep or cause the Project Facility to be kept free of all Hazardous Materials. Without limiting the foregoing, 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 Applicable 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 or subtenant of the Company, an unlawful release of Hazardous Materials onto the Project Facility or onto any other property.

(C) The Company shall comply with, and ensure compliance by all tenants and subtenants of the Company with, all Applicable Laws regarding Hazardous Materials whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants of the Company obtain and comply with, any and all approvals, registrations or permits required thereunder.

(D) The Company shall (1) 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 federal, state and local governmental authorities and (2) defend, indemnify, and hold harmless the Agency and its employees, agents, officers and members 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, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials used, transported, stored, manufactured, refined, handled, produced or disposed of on or in the Project Facility which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (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 violations of Applicable Laws which are based upon or in any way related to such Hazardous Materials, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. Costs under this subsection (D) will be repaid immediately with interest at the Default Interest Rate or the maximum permitted by law, whichever is less.

(E) In the event the Project Facility is foreclosed by the Agency, or the Company tenders a deed in lieu of foreclosure, the Company shall deliver the Project Facility to the purchaser free of any and all Hazardous Materials (except Hazardous Materials the presence of which do not violate any Federal, State or local laws, ordinances, rules and regulations governing the use and storage of such materials), so that the condition of the Project Facility shall conform with all Applicable Laws affecting the Project Facility.

(F) The Company agrees that the Agency and its officers, agents or representatives, may at any reasonable time and at the Company's expense inspect the Company's books and records and inspect and conduct any tests on the Project Facility, including taking soil samples, in order to determine that the Company is in compliance with all Applicable Laws.

(G) In the event that insurance shall become available at a reasonable cost to cover the Company's obligations under this Section 3.3, then, at the option of the Agency, the Company shall obtain adequate coverage.

SECTION 3.4. NON-MERGER. During the term of this Lease Agreement, there shall be no merger of this Lease Agreement nor of the leasehold estate created by this Lease Agreement with the fee estate in the Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Lease Agreement or the leasehold estate created by this Lease Agreement or any interest in this Lease Agreement or in any such leasehold estate and (2) the fee estate in the Premises or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (x) this Lease Agreement or the leasehold estate created by this Lease Agreement and (y) the fee estate in the Premises or any part thereof or any interest in such fee estate, shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 3.5. COMPLIANCE WITH UNDERLYING LEASE. (A) Notwithstanding the granting of the leasehold interest created by the Underlying Lease in the Premises to the Agency pursuant to the Underlying Lease, the Company agrees, in consideration of the undertakings of the Agency set forth herein, that the Company will be and remain solely liable under the Underlying Lease for the performance of all covenants, agreements, obligations and duties of the Agency as tenant under the Underlying Lease, including but not limited to the making of all rental and other payments thereunder, and the Company will perform all of the covenants, agreements and obligations of the Agency as tenant under the Underlying Lease, at no expense to the Agency, in consideration of the execution and delivery by the Agency of the Basic Documents.

(B) The Company shall, on behalf of the Agency, (1) pay all rents, additional rents and other sums required to be paid by the Agency as tenant under and pursuant to the provisions of the Underlying Lease and (2) diligently perform and observe all of the terms, covenants and conditions of the Underlying Lease on the part of the Agency, as tenant thereunder, to be performed and observed, unless such performance or observance shall be waived or not required in writing by the landlord under the Underlying Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Agency, as tenant, under the Underlying Lease.

ARTICLE IV

UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 4.1. ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT FACILITY. (A) The Company shall, on behalf of the Agency, promptly acquire, construct, and install the Project Facility, or cause the acquisition, construction and installation of the Project Facility, all in accordance with the Plans and Specifications.

(B) No material change in the Plans and Specifications shall be made unless the Agency shall have consented thereto in writing (which consent of the Agency shall not be unreasonably withheld or delayed).

(C) The leasehold interest of the Agency in all materials, equipment, machinery and other items of Property comprising the Project Facility shall vest in the Agency immediately upon execution of the Underlying Lease. The leasehold interest of the Agency in all materials, equipment, machinery and other items of Property acquired by the Company subsequent to the Closing Date and intended to be incorporated or installed in and to become part of the Project Facility shall vest in the Agency immediately upon incorporation or installation in the Project Facility, whichever shall first occur. The Company shall execute, deliver and record or file all instruments necessary or appropriate to vest title to the above in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons.

(D) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1; provided, however, that the liability of the Agency thereunder shall be limited to the moneys of the Company available therefor and advanced by the Company for such purpose pursuant to Section 4.1(H) hereof.

(E) The Agency hereby appoints the Company as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Basic Documents, and the Company hereby accepts such appointment: (1) to acquire, construct and install the Project Facility, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be requisite or proper, all for the acquisition, construction and installation of the Project Facility, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to this Lease Agreement, (3) to pay all fees, costs and expenses incurred in the acquisition, construction and installation of the Project Facility from funds made available therefor in accordance with this Lease Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt or writing in connection with the acquisition, construction and installation of the Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same, said appointment by the Agency intended by the Agency to be retroactive to June 27, 2019.

(F) The Company has given or will give or cause to be given all notices and has complied or will comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Project Facility, and the Company will defend, indemnify and save the Agency and its officers, members, agents, servants and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Project Facility shall be procured promptly by the Company.

(G) To the extent required by Applicable Law, the Company, as agent of the Agency, will cause (1) compliance with the requirements of Article 8 of the New York Labor Law, and (2) any contractor, subcontractor and other person involved in the acquisition, construction and installation of the Project Facility to comply with Article 8 of the New York Labor Law. The covenant in this subsection is not intended as a representation that Article 8 of the New York Labor Law applies to the Project.

(H) 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. Title to portions of the Project Facility acquired, constructed and installed at the Company's cost shall immediately upon such acquisition, construction or installation vest in the Agency. The Company shall execute, deliver and record or file such instruments as the Agency may request in order to perfect or protect the Agency's title to such portions of the Project Facility.

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

SECTION 4.2. COMPLETION OF THE PROJECT FACILITY. The Company will proceed with due diligence to commence and complete the acquisition, construction and installation of the Project Facility. Completion of the same shall be evidenced by a certificate signed by an Authorized Representative of the Company delivered to the Agency stating (A) the date of such completion, (B) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid, (C) that the acquisition, construction and installation of the Project Facility has been completed, with the exception of ordinary punchlist items and work awaiting seasonal opportunity, (D) that the Company or the Agency has good and valid title to all Property constituting a portion of the Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (E) that the Project Facility is ready for use and operation for its intended purposes. Notwithstanding the foregoing, such certificate may state (1) that it is given without prejudice to any rights of the Company against third parties which exist at the date of such certificate or which may subsequently come into being, (2) that it is given only for the purposes of this Section 4.2, and (3) that no Person other than the Agency may benefit therefrom. Such certificate shall be accompanied by a certificate of occupancy, or a letter from the local Governmental Authority stating that no certificate of occupancy is required, and any and all permissions, licenses or consents required of Governmental Authorities for the operation and use of the Project Facility for its intended purposes.

SECTION 4.3. REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a breach or an event of default by any contractor, subcontractor or materialman under any contract made by it in connection with the acquisition, construction and installation of the Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company and the Agency against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract. The Company may, in its own name or, with the prior written consent of the Agency, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Company shall advise the Agency of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Company as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall be used

to the extent necessary to complete the Project Facility, and thereafter be paid to the Company for its own use. The Company shall advise the Agency of any actions or proceedings taken hereunder.

ARTICLE V

DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE

SECTION 5.1. LEASE OF THE PROJECT FACILITY. 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 agrees to lease to the Company, and the Company hereby agrees to rent and lease from the Agency, the Agency's interest in the Project Facility, subject only to Permitted Encumbrances. The obligation of the Agency under this Section 5.1 to lease the Project Facility to the Company shall be subject to there being no Event of Default existing hereunder, or any other event which would, but for the passage of time, be such an Event of Default.

SECTION 5.2. DURATION OF THE LEASE TERM; QUIET ENJOYMENT. (A) The Agency shall deliver to the Company possession of the Project Facility, and the leasehold estate created hereby shall commence, on the Closing Date, and the Company shall accept possession of the Project Facility on the Closing Date.

(B) Except as otherwise provided in Article X hereof, the leasehold estate created hereby shall terminate on the earlier to occur of (1) December 31, 2052 or (2) the date that this Lease Agreement shall terminate pursuant to Article X or Article XI hereof.

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

SECTION 5.3. RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE. (A) The Company shall pay basic rental payments for the Project Facility as follows: (1) On December 31, 2023, an amount equal to \$202,117, on December 31, 2024, an amount equal to \$202,117, on December 31, 2025, an amount equal to \$202,117 and on December 31, 2026, an amount equal to \$202,117 for the Agency administrative fee; and (2) On the date of execution and delivery of this Lease Agreement, the Company shall pay the fees and expenses of general counsel and special counsel to the Agency relating to the Project.

(B) Within seven (7) days after receipt of a demand therefor from the Agency, the Company shall pay to the Agency the sum of the reasonable expenses of the Agency and the officers, members, agents and employees thereof incurred by reason of the Agency's ownership, leasing or sale of the Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Lease Agreement or any of the other Basic Documents, and any other fee or expense of the Agency with respect to the Project Facility, the leasing or sale of the Project Facility to the Company, or any of the other Basic Documents, the payment of which is not otherwise provided for under this Lease Agreement.

(C) The Company agrees to make the above-mentioned payments, without any further notice, by check or wire transfer, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Company shall fail to make any payment required by this Section 5.3 within ten (10) days after the date such payment is due, the Company shall pay the same, together with interest thereon at the Default Interest Rate or the maximum

rate permitted by law, whichever is less, from the date on which such payment was due until the date on which such payment is made.

SECTION 5.4. NATURE OF OBLIGATIONS OF THE COMPANY HEREUNDER. (A) The obligations of the Company to make the payments required by this Lease Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company and shall be absolute and unconditional irrespective of any defense or any right of set-off, recoupment, counterclaim or abatement that the Company may otherwise have against the Agency. The Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Lease Agreement, or terminate this Lease Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the Project, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Company's purposes or needs, failure of consideration for, destruction of or damage to, Condemnation of title to or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Lease Agreement.

(B) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Lease Agreement, and, in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 12.10 hereof); provided, however, that the Company shall look solely to the Agency's estate and interest in the Project Facility for the satisfaction of any right or remedy of the Company for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other Property or assets of the Agency or of the members, officers, agents (other than the Company) or employees of the Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Company's remedies under or with respect to this Lease Agreement, the relationship of the Agency and the Company hereunder or the Company's use and occupancy of or purchase of or title to the Project Facility, or any other liability of the Agency to the Company.

SECTION 5.5. RESERVED.

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1. MAINTENANCE OF AND MODIFICATIONS TO THE PROJECT FACILITY. (A) During the term of this Lease Agreement, the Company shall (1) keep the Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (2) make all necessary repairs and replacements to the Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen), and (3) operate the Project Facility in a sound and economic manner.

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

(1) the Company shall (a) give or cause to be given all notices and comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on such addition, modification or improvement to the Project Facility, or a part thereof, (b) defend and save the Agency and its officers, members, agents (other than the Company) and employees harmless from all fines and penalties due to failure to comply therewith, (c) promptly procure all permits and licenses necessary for the prosecution of any work described in this Section 6.1(B), and (d) make all payments in lieu of taxes required by Section 6.6 hereof and the Payment in Lieu of Tax Agreement, including those required by Section 2.03(D) thereof;

(2) the addition, modification or improvement to the Project Facility shall not constitute a default under any of the Basic Documents; and

(3) the Company shall furnish to the Agency, at least thirty (30) days prior to commencing such addition, modification or improvement to the Project Facility detailed plans and specifications therefor; provided, further, however, that such plans need not be furnished to the Agency for nonstructural additions, modifications or improvements to the Project Facility which do not exceed, at any one time, \$250,000 in value.

SECTION 6.2. TAXES, ASSESSMENTS AND UTILITY CHARGES. (A) The Company shall pay or cause to be paid, as the same respectively become due, (1) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility, (3) all assessments and charges of any kind whatsoever lawfully made with respect to the Project Facility by any Governmental Authority for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Lease Agreement and (4) all payments in lieu of taxes with respect to the Project Facility payable pursuant to the Payment in Lieu of Tax Agreement and Section 6.6 hereof.

(B) Notwithstanding the provisions of subsection (A) of this Section 6.2, the Company may in good faith actively contest any such taxes, assessments and other charges, provided that the Company (1) first shall have notified the Agency in writing of such contest and (2) is not in default under any of the Basic Documents. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

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

(A) (1) During and prior to completion of the Project Facility, builder's risk (or equivalent coverage) insurance upon any work done or material furnished in connection with the acquisition, construction, reconstruction and installation of the Project Facility, issued to the Company and the Agency, as insureds, as their interests may appear, and (2) at such time that builder's risk insurance is no longer available by virtue of completion of the acquisition, construction, reconstruction and installation of the Project Facility, insurance protecting the interests of the Company and the Agency, as insureds, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount acceptable to the Company and the Agency.

(B) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project Facility or who are responsible for the acquisition, construction or installation of the Project Facility.

(C) Insurance protecting the Company and the Agency, as additional insureds, against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Company under Section 8.2 of this Lease Agreement) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and \$500,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law, and a separate umbrella liability policy protecting the Company and the Agency with a limit of not less than \$5,000,000.

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

SECTION 6.4. ADDITIONAL PROVISIONS RESPECTING INSURANCE. (A) All insurance required by Section 6.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State and satisfactory and having a Best rating satisfactory to the Agency. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall name the Company and the Agency as insureds, as their interests may appear, and provide for at least thirty (30) days' written notice to the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. All insurance required hereunder shall be in form, content and coverage satisfactory to the Agency. Certificates satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the Closing Date. The Company shall deliver to the Agency on or before the first Business Day of each calendar year thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 6.3 and 6.4 hereof.

At least thirty (30) days prior to the expiration of any such policy, the Company shall furnish to the Agency evidence that the policy has been renewed or replaced or is no longer required by this Lease Agreement.

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

SECTION 6.5. APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows: (A) the Net Proceeds of the insurance required by Section 6.3(A) hereof shall be applied as provided in Section 7.1 hereof, and (B) the Net Proceeds of the insurance required by Section 6.3(B) and 6.3(C) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.6. PAYMENTS IN LIEU OF REAL ESTATE 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 not the intention, however, of the parties hereto that the Project Facility be treated as exempt from real property taxation. Accordingly, the parties hereto acknowledge that the Payment in Lieu of Tax Agreement is expected to be executed with respect to the Project Facility, and a Real Property Tax Exemption Form will be filed by the Agency with respect to the Project Facility once the Payment in Lieu of Tax Agreement is executed by the Agency and the Company. Once the Payment in Lieu of Tax Agreement is executed by the Agency and the Company, and thereafter until the expiration date of the Payment in Lieu of Tax Agreement, the Agency and the Company hereby agree that the Company (or any subsequent user of the Project Facility pursuant to this Lease Agreement) shall be required to make or cause to be made payments in lieu of real estate taxes in the amounts and in the manner set forth in the Payment in Lieu of Tax Agreement.

(B) In the event that (1) the Project Facility would be subject to real property taxation if owned by the Company but shall be deemed exempt from real property taxation due to the involvement of the Agency therewith, and (2) the Payment in Lieu of Tax Agreement shall not have been entered into by the Agency and the Company, or if entered into the Payment in Lieu of Tax Agreement shall for any reason no longer be in effect, the Agency and the Company hereby agree that the Company, or any subsequent user of the Project Facility under this Lease Agreement, shall in such event be required to make or cause to be made payments in lieu of real property taxes to the school district or school districts, city, town, county, village and other political units wherein the Project Facility is located having taxing powers (such political units are hereinafter collectively referred to as the "Taxing Entities") in such amounts as would result from real property taxes being levied on the Project Facility by the Taxing Entities if the Project Facility were privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency, but with appropriate reductions similar to the tax exemptions and credits, if any, which would be afforded to the Company if it were the owner of the Project Facility. It is agreed that the Agency, in cooperation with the Company, (a) shall cause the Project Facility to be valued for purposes of determining the amounts due hereunder as if owned by the Company as aforesaid by the appropriate officer or officers of any of the Taxing Entities as may from time to time be charged with responsibility for making such valuations, (b) shall cause to be appropriately applied to the valuation or valuations so determined the respective real property tax rate or rates of the Taxing Entities that would be applicable to the Project Facility if so privately owned, (c) shall cause the appropriate officer or officers of the Taxing Entities

charged with the duty of levying and collecting such real property taxes to submit to the Company, when the respective levies are made for purposes of such real property taxes upon Property privately owned as aforesaid, statements specifying the amounts and due dates of such real property taxes which the Taxing Entities would receive if such Property were so privately owned by the Company and not deemed owned by or under the jurisdiction, control or supervision of the Agency, and (d) shall file with the appropriate officer or officers any accounts or tax returns furnished to the Agency by the Company for the purpose of such filing.

(C) The Company shall pay or cause to be paid to the Taxing Entities when due all such payments in lieu of real property taxes with respect to the Project Facility required by Section 6.6(B) of this Lease Agreement to be paid to the Taxing Entities, subject in each case to the Company's right to (1) obtain exemptions and credits, if any, which would be afforded to a private owner of the Project Facility, including any available exemption under Section 485-b of the New York Real Property Tax Law with respect to the Project Facility, (2) contest valuations of the Project Facility made for the purpose of determining such payments therefrom, and (3) seek to obtain a refund of any such payments made.

(D) Pursuant to Section 874(5) of the Act, if the Company shall fail to make or cause to be made any payments in lieu of real property taxes required under this Section 6.6, the amount or amounts so in default shall continue as an obligation of the Company until fully paid, and the Company hereby agrees to pay or cause to be paid the same, together with a late payment penalty equal to five percent (5%) of the amount due. If the Company shall fail to make any payment required by this Section 6.6 when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) an additional late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) the Default Interest Rate, or (b) the same rate per annum which would be payable if such amounts were delinquent taxes, until so paid in full.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. DAMAGE OR DESTRUCTION. (A) If the Project Facility shall be damaged or destroyed, in whole or in part:

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

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is replaced, repaired, rebuilt or restored);

(3) the Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (B) of this Section 7.1, (a) the Company shall promptly replace, repair, rebuild or restore the Project Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project", as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Company (from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding or restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any insurance settlement provided by the Agency to the Company are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, remaining on deposit with the Agency after payment of all of the costs of such replacement, repair, rebuilding or restoration shall be paid to the Company for its own purposes.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.1, the Company shall not be obligated to replace, repair, rebuild or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 7.1, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) the amount necessary to prepay the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to prepay the Indebtedness in full, the Company shall pay to the Agency the difference between the Net Proceeds of such insurance and the amount necessary to prepay the Indebtedness in full.

(C) If all Indebtedness has been paid in full, all such Net Proceeds (or the balance thereof) shall be paid to the Company for its purposes.

(D) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Company may adjust all claims under any policies of insurance required by Section 6.3(A) hereof.

SECTION 7.2. CONDEMNATION. (A) To the knowledge of the Company, no condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility. The Company shall notify the Agency of the institution of any condemnation proceedings and, within seven days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

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

(1) the Agency shall have no obligation to restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is restored);

(3) the Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (C) of this Section 7.2, (a) the Company shall promptly restore the Project Facility (excluding any part of the Land or the Facility taken by Condemnation) as a complete architectural unit of substantially the same usefulness, design and construction as existed immediately prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project" as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Company (from the Net Proceeds of any Condemnation award relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any Condemnation award on deposit with the Agency provided by the Agency to the Company are not sufficient to pay in full the costs of such restoration, the Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any Condemnation award, if any, remaining on deposit with the Agency after payment of all of the costs of such restoration shall be paid to the Company for its own purposes.

(C) Notwithstanding anything to the contrary contained in subsection (B) of this Section 7.2, the Company shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (B) of this Section 7.2, if the Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to prepay all of the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all Condemnation awards are less than the amount necessary to prepay the Indebtedness in full, the Company shall pay to the Agency the difference between such amounts and the Net Proceeds of such Condemnation awards so that the Indebtedness shall be prepaid in full.

(D) If all of the Indebtedness has been paid in full, all such Net Proceeds or the balance thereof shall be paid to the Company for its purposes.

(E) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Company shall have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof and may negotiate the settlement of any such proceeding. The Company shall notify the Agency of the institution of any condemnation proceedings and, within seven days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

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

SECTION 7.3. ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs, rebuilding or restoration made pursuant to Sections 7.1 or 7.2, whether or not requiring the expenditure of the Company's own money, shall automatically become part of the Project Facility as if the same were specifically described herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS". THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE COMPANY'S PURPOSES OR NEEDS. THE COMPANY SHALL ACCEPT TITLE TO THE PROJECT FACILITY "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

SECTION 8.2. HOLD HARMLESS PROVISIONS. (A) The Company hereby releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents (other than the Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to, (1) 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 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, (2) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, installing, owning, leasing 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 Lease Agreement or any of the other Basic Documents or the enforcement of or defense of validity of any provision of any of the Basic Documents, (3) all claims arising from the exercise by the Company of the authority conferred on it pursuant to Section 4.1(E) hereof, and (4) 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 any 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 of the Agency or any of its members, officers, agents (other than the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Company) or employees by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required by Section 6.3(C) of this Lease Agreement, its liabilities assumed pursuant to this Section 8.2.

(D) Notwithstanding any other provisions of this Lease Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Agency, or its officers, members, agents (other than the Company) or employees, relating thereto.

SECTION 8.3. RIGHT OF ACCESS TO THE PROJECT FACILITY. The Company agrees that the Agency and its duly authorized agents shall have the right at all reasonable times to enter upon and to examine and inspect the Project Facility. The Company further agrees that the Agency shall have such rights of access to the Project Facility as may be reasonably necessary to cause the proper maintenance of the Project Facility in the event of failure by the Company to perform its obligations hereunder.

SECTION 8.4. COMPANY NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS; CONDITIONS UNDER WHICH EXCEPTIONS ARE PERMITTED. The Company agrees that, during the term of this Lease Agreement, it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, without notice to the Agency and obtaining the prior written consent of the Agency which consent shall not be unreasonably withheld or delayed; provided, however, that, if no Event of Default specified in Section 10.1 hereof shall have occurred and be continuing (and if no event exists which with the passage of time or notice or both would become an Event of Default), the Company may consolidate with or merge into another domestic entity organized and existing under the laws of one of the states of the United States, or permit one or more such domestic entities to consolidate with or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided that (A) the Agency has received notice of such action, (B) the Agency gives its written consent to the proposed transaction, which consent shall not be unreasonably withheld or delayed, (C) the surviving, resulting or transferee entity assumes in writing all of the obligations of and restrictions on the Company under this Lease Agreement and the other Basic Documents, and (D) as of the date of such transaction, the Agency shall be furnished with (1) an opinion of counsel to the Company as to compliance with item (C) of this Section 8.4 and (2) a certificate, dated the effective date of such transaction, signed by an Authorized Representative of the Company and an authorized officer of the surviving, resulting or transferee entity, as the case may be, or the transferee of its assets, as the case may be, to the effect that immediately after the consummation of the transaction and after giving effect thereto, no Event of Default exists under this Lease Agreement and no event exists which, with notice or lapse of time or both, would become such an Event of Default (unless waived by the Agency in writing).

SECTION 8.5. AGREEMENT TO PROVIDE INFORMATION. The Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Company, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation.

SECTION 8.6. BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES. (A) The Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company.

(B) As soon as possible after the end of each fiscal year of the Company, but in any event within thirty (30) days after such date, the Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that no Event of Default hereunder has occurred or is

continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Company has taken or proposes to take with respect thereto.

SECTION 8.7. COMPLIANCE WITH APPLICABLE LAWS. (A) The Company agrees, for the benefit of the Agency, that it will, during the term of this Lease Agreement, promptly comply with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.7, the Company may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Company (1) first shall have notified the Agency in writing of such contest, (2) is not in default under any of the Basic Documents, (3) shall have set aside adequate reserves for any such requirement, and (4) demonstrates to the reasonable satisfaction of the Agency that noncompliance with such Applicable Law will not subject the Project Facility or any part thereof to loss or forfeiture. Otherwise, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

(C) Notwithstanding the provisions of subsection (B) of this Section 8.7, if the Agency or any of its members, officers, agents (other than the Company), servants or employees may be liable for prosecution for failure to comply therewith, the Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 8.8. DISCHARGE OF LIENS AND ENCUMBRANCES. The Company hereby agrees not to create or suffer to be created any Lien on any Properties of the Agency (other than the Project Facility) or on any funds of the Agency applicable to the Project Facility.

SECTION 8.9. PERFORMANCE OF THE COMPANY'S OBLIGATIONS. Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, without notice to or demand on the Company and without releasing the Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Company or the Agency, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith, and the Company shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less.

SECTION 8.10. DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between them the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other state and/or federal income tax deductions and credits which may be available with respect to the Project Facility.

SECTION 8.11. EMPLOYMENT OPPORTUNITIES. (A) The Company shall ensure that all employees and applicants for employment opportunities created as a result of the completion of the Project are afforded equal employment opportunities without discrimination.

(B) Pursuant to Section 858-b of the Act, except as otherwise provided by collective bargaining contracts or agreements, the Company agrees that except as otherwise provided by collective bargaining agreements where applicable, (1) to list all new employment opportunities created as a result of the Project with the New York State Department of Labor, Community Services Division ("NYS DOL") and with the administrative entity (collectively with NYSDOL, the "JTPA Referral Entities") of the service delivery area created by the Federal Job Training Partnership Act (P.L. No. 97-300) in which the Project Facility is

located (while currently cited in Section 858-b of the Act, the Federal Job Training Partnership Act was repealed effective June 1, 2000, and has been supplanted by the Workplace Investment Act of 1998 (P.L. No. 105-220)) and (2), where practicable, to first consider for such new employment opportunities persons eligible to participate in federal JTPA programs who shall be referred by the JTPA Referral Entities.

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

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

SECTION 8.12. SALES AND USE TAX EXEMPTION. (A) Pursuant to Section 874 of the Act, the parties understand that the Agency is exempt from certain sales taxes and use taxes imposed by the State and local governments in the State, and that the Project may be exempted from those taxes due to the involvement of the Agency in the Project. The Agency makes no representations or warranties that any property is exempt from the payment of New York sales or use taxes. Any exemption from the payment of New York sales or use taxes resulting from the involvement of the Agency with the Project shall be limited to purchases of services and tangible personal property conveyed to the Agency or utilized by the Agency or by the Company as agent of the Agency, or any Subagent (as defined herein) appointed pursuant to Section 8.12(F) hereof, as a part of the Project prior to the Completion Date, or incorporated within the Project Facility prior to the Completion Date. No operating expenses of the Project Facility, and no other purchases of services or property shall be subject to an exemption from the payment of New York sales or use tax. It is the intention of the parties hereto that the Company will receive a sales tax exemption letter with respect to the Project, said sales tax exemption letter to be issued on the date of the execution of this Lease Agreement and in a form similar to the form attached hereto as Exhibit G.

(B) Pursuant to Section 874(8) of the Act, the Company agrees to annually file and cause any sublessee or other operator of the Project Facility to file annually, with the New York State Department of Taxation and Finance, 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 contractors, subcontractors, consultants and other agents of the Company under the authority granted to the Company pursuant to Section 4.1(E) of this Lease Agreement. Pursuant to Section 874(8) of the Act, the penalty for failure to file the Annual Sales Tax Report shall be removal of authority to act as agent of the Agency. Additionally, if the Company shall fail to comply with the requirements of this subsection (B), the Company shall immediately cease to be the agent of the Agency in connection with the Project. A current sample form of such Annual Sales Tax Report required to be completed by the Company pursuant to this Lease Agreement is attached hereto as Exhibit H. For future filings of the Annual Sales Tax Report, the Company is responsible for obtaining from the New York State Department of Taxation and Finance any updated or revised versions of such Annual Sales Tax Report.

(C) The Company agrees to furnish to the Agency a copy of each such Annual Sales Tax Report submitted to the New York State Department of Taxation and Finance by the Company pursuant to Section 874(8) of the Act.

(D) Pursuant to Section 874(9) of the Act, if the Company claims any sales tax exemption by virtue of the Agency's involvement in the Project, the Company agrees to file within thirty (30) days of the Closing Date with the New York State Department of Taxation and Finance, 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”), a statement identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, 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. A current sample form of such Thirty-Day Sales Tax Report required to be completed by the Company pursuant to this Lease Agreement is attached hereto as Exhibit I. For future filings of the Thirty-Day Sales Tax Report, the Company is responsible for obtaining from the New York State Department of Taxation and Finance any updated or revised versions of such Thirty-Day Sales Tax Report.

(E) The Company acknowledges, pursuant to Section 875(5) of the Act, the Thirty-Day Sales Tax Report may not be utilized as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (1) subject the Company or any user to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (2) be deemed to be under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company or any user is required to utilize a Form ST-123 (a form of which is attached to the Sales Tax Exemption Letter) to obtain the sales tax exemption.

(F) The Agency recognizes that the Company may exercise the functions of agent of the Agency pursuant to Section 3.1(C) of this Lease Agreement either directly or through a series of contractors, subcontractors or other third parties. In some cases, purchases made by such contractors, subcontractors or other third parties will be exempt from sales and use taxes imposed in New York State for one or more of the reasons set forth in Section 1116(a) of the Tax Law of the State of New York, as indicated in Form ST-120.1 promulgated by the New York State Department of Taxation and Finance. However, from time to time, the Company may desire (1) to appoint one or more of its contractors as subagent of the Company with respect to the Project (a “Contractor Subagent”), (2) to appoint one or more of the subcontractors or other third parties of a Contractor Subagent as subagent of the Company with respect to the Project (a “Subcontractor Subagent” and together with a Contractor Subagent, a “Subagent”) and (3) that each such Subagent be recognized by the New York State Department of Taxation and Finance as a subagent of the Agency. In this event, the Company may request that the Agency execute a Form ST-60 (IDA Appointment of Project Operator or Agent) (a “Subagent Thirty-Day Sales Tax Report”) notifying the New York State Department of Taxation and Finance that the Company has appointed a Subagent to act as subagent of the Agency with respect to the Project.

(1) For Contractor Subagents, the Agency shall comply with such request upon receipt by the Agency from the Company of the following:

(a) a duly executed indirect agent appointment agreement between the Company and the Contractor Subagent (an example of which is attached hereto as Exhibit J) (each, a “Contractor Subagent Agreement”) including, among other things, the information required under paragraph (2) below;

(b) a completed Subagent Thirty-Day Sales Tax Report with respect to such proposed Contractor Subagent, (a) containing a statement identifying such proposed Contractor Subagent as an indirect subagent of the Agency, (b) containing the taxpayer identification number of such proposed Contractor Subagent, (c) indicating that such proposed Contractor Subagent was appointed by the Company and not by the Agency, (d) containing a brief description of the goods and/or services intended to be exempted from sales taxes as a result of the appointment of such Contractor Subagent as subagent of the

Agency, (e) containing the value of the goods and/or services, in the aggregate, which the Company expects such proposed Contractor Subagent, together with the Company, all other Contractor Subagents and all Subcontractor Subagents, will purchase in their capacities (A) with respect to the Company, as agent of the Agency and (B) with respect to Contractor Subagents and Subcontractor Subagents, as indirect subagents of the Agency, (f) containing the date when such designation of the proposed Contractor Subagent as subagent of the Agency is intended to become effective, and (g) containing the date upon which such designation of the proposed Contractor Subagent as subagent of the Agency shall cease;

(c) a certificate of liability insurance, complying with the requirements of Section 6.3 of this Lease Agreement, indicating that (a) the Contractor Subagent maintains insurance with respect to the Project Facility providing the coverage against the risks and for such amounts as are mandated by the Contractor Subagent Agreement and (b) all policies evidencing such insurance (i) name the Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear, and (ii) provide for at least thirty (30) days' written notice to the Contractor Subagent, the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof; and

(d) such other information as the Agency may request, in its reasonable discretion.

If the Agency approves such request, which approval shall not be unreasonably withheld, the Agency will execute and deliver to the Company the Subagent Thirty-Day Sales Tax Report for such Contractor Subagent and shall file same with the New York State Department of Taxation and Finance.

(2) For Subcontractor Subagents, the Agency shall comply with such request upon receipt by the Agency from the Company of the following:

(a) a completed Subagent Thirty-Day Sales Tax Report with respect to such proposed Subcontractor Subagent (i) containing a statement identifying such proposed Subcontractor Subagent as an indirect subagent of the Agency, (ii) containing the taxpayer identification number of such proposed Subcontractor Subagent, (iii) indicating that such proposed Subcontractor Subagent was appointed by the Company and not by the Agency, (iv) containing a brief description of the goods and/or services intended to be exempted from sales taxes as a result of the appointment of such Subcontractor Subagent as subagent of the Agency, (v) containing the value of the goods and/or services, in the aggregate, which the Company expects such proposed Subcontractor Subagent, together with the Company, all other Subcontractor Subagents and all Contractor Subagents, will purchase in their capacities (A) with respect to the Company, as agent of the Agency, and (B) with respect to Subcontractor Subagents and Contractor Subagents, as indirect subagents of the Agency, (vi) containing the date when such designation of the proposed Subcontractor Subagent as subagent of the Agency is intended to become effective, and (vii) containing the date upon which such designation of the proposed Subcontractor Subagent as subagent of the Agency shall cease; and

(b) such other information as the Agency may request, in its reasonable discretion.

If the Agency approves such request, which approval shall not be unreasonably withheld, the Agency will execute and deliver to the Company the Subagent Thirty-Day Sales Tax Report for such Subcontractor Subagent and shall file same with the New York State Department of Taxation and Finance.

SECTION 8.13. IDENTIFICATION OF THE EQUIPMENT. All Equipment which is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency.

ARTICLE IX

ASSIGNMENTS; MERGER OF THE AGENCY

SECTION 9.1. ASSIGNMENT OF THE LEASE AGREEMENT. Except as otherwise provided in Section 8.4 hereof, this Lease Agreement may not be assigned by the Company, in whole or in part, without the prior written consent of the Agency.

SECTION 9.2. MERGER OF THE AGENCY. (A) Nothing contained in this Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Lease Agreement and other Basic Documents to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests under this Lease Agreement shall be assigned.

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

SECTION 9.3. SALE OR LEASE OF THE PROJECT FACILITY. (A) (1) Except for subleases of portions of the Project Facility entered into by the Company in the ordinary course of business and in compliance with the terms of this Lease Agreement and the other Basic Documents and as otherwise provided herein, the Company may not sell, lease, transfer, convey or otherwise dispose of the Project Facility or any part thereof without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed; provided, however, that the prior written consent of the Agency shall not be required when the Company proposes to sublease a portion of the Project Facility in the ordinary course of business and such sublease is consistent with Section 3.2 hereof and the provisions of Section 854(4) and Section 862(1) of the Act.

(2) For purposes of Section 9.3(A) of this Lease Agreement, the term "ordinary course of business" shall include any leasing or subleasing of all or a portion of the Project Facility by the Company in connection with the provision or structuring of tax credit financing relating to the Project.

(B) Notwithstanding anything to the contrary contained in this Lease Agreement, in any instance after the Completion Date where the Company reasonably determines that any portion of the Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such portion of the Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Agency, provided that such removal will not materially impair the value of the Project Facility as collateral and provided the same is forthwith replaced with similar items. At the request of the Company, the Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Property free from the Liens of the Basic Documents. The Company shall pay all costs and expenses (including counsel fees) incurred in transferring title to and releasing from the Liens of the Basic Documents any item of Property removed pursuant to this Section 9.3.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. EVENTS OF DEFAULT DEFINED. (A) The following shall be “Events of Default” under this Lease Agreement, and the terms “Event of Default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to Section 5.3 or Section 6.6 hereof, and the continuance thereof for a period of ten (10) days after written notice thereof is given by the Agency to the Company.

(2) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Company in this Lease Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(3) The occurrence of an “Event of Default” under any other Basic Document.

(4) Any representation or warranty made by the Company herein or in any other Basic Document proves to have been false at the time it was made.

(5) The Company shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(6) The Company shall conceal, remove or permit to be concealed or removed any part of its Property, with intent to hinder, delay or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof.

(7) (a) The filing by the Company (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute, (b) the failure by the Company within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Company’s ability to carry out its obligations hereunder, (c) the commencement of a case under Title 11 of the United States Code against the Company as the debtor or commencement under any other federal or state bankruptcy statute of a case, action or proceeding against the Company and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days, (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Company, or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Company, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(8) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance.

(9) The removal of the Project Facility, or any portion thereof, outside Lewis County, New York, without the prior written consent of the Agency, other than in connection with a removal under Section 9.3(B) hereof.

(B) Notwithstanding the provisions of Section 10.1(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party and to the Agency within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Lease Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (B), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 4.1(H), 5.3, 6.2 and 6.6 hereof, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 3.3 and 8.2 hereof and to comply with the provisions of Sections 2.2(G), 6.6, 8.2, 8.4, 8.5 and 8.7(C) hereof. The term "force majeure" as used herein shall include acts outside of the control of the Agency and the Company, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of any Governmental Authority or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the party claiming such inability. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout or other industrial disturbances by acceding to the demands of the opposing party or parties.

SECTION 10.2. REMEDIES ON DEFAULT. (A) Whenever any Event of Default hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 hereof, and (b) all other payments due under this Lease Agreement or any of the other Basic Documents; or

(2) re-enter and take possession of the Project Facility, enforce or terminate this Lease Agreement, sell the Project Facility, subject to Permitted Encumbrances, at public or private sale, as a whole or piecemeal, for such consideration as may be deemed appropriate in the circumstances, and hold the Company liable for the amount, if any, by which the aggregate unpaid amounts due hereunder exceed the Net Proceeds received upon such sale, or manage and operate the Project Facility, collect all or any rents accruing therefrom, let or relet the Project Facility or any part thereof for the Agency's own account or the account of the Company, holding the Company liable for payments due up to the effective date of such leasing and for the difference in the rent and other amounts paid by the lessee pursuant to such lease and the rental payments and other amounts payable by the Company hereunder, cancel or modify leases, evict tenants, bring or defend any suits in connection with the possession of the Project Facility in its own name or in the Company's

name, make repairs as the Agency deems appropriate, and perform such other acts in connection with the management and operation of the Project Facility as the Agency, in its discretion, may deem proper; or

(3) terminate this Lease Agreement and convey to the Company all the Agency's right, title and interest in and to the Project Facility (The conveyance of the Agency's right, title and interest in and to the Project Facility shall be effected by the recording by the Agency of the Termination of Lease to Agency. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title); or

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

(B) No action taken pursuant to this Section 10.2 (including repossession of the Project Facility) shall relieve the Company from its obligations to make all payments required by this Lease Agreement and the other Basic Documents.

(C) In the event that the Company fails to prepare at the request of the Agency the instruments described in Section 10.2(A)(3) hereof, the Company agrees that the Agency may prepare or cause to prepare such instruments. The Company hereby appoints the Agency as its true and lawful agent to execute, deliver and record all such instruments necessary to provide for the termination of this Lease Agreement and the conveyance to the Company all the Agency's right, title and interest in and to the Project Facility. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.

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

SECTION 10.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Company should default under any of the provisions of this Lease Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 10.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

OPTIONS AND OBLIGATION TO PURCHASE

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

SECTION 11.2. OBLIGATION TO SELL AND PURCHASE THE PROJECT FACILITY. Contemporaneously with the termination of this Lease Agreement in accordance with Section 5.2 or Section 11.1 hereof, the Agency shall sell and the Company shall purchase all the Agency's right, title and interest in and to the Project Facility for a purchase price equal to the sum of One Dollar (\$1.00), plus payment of all sums due and payable to the Agency or any other Person pursuant to this Lease Agreement and the other Basic Documents. The obligation of the Agency under this Section 11.2 to convey the Project Facility to the Company will be subject to there being no Event of Default existing hereunder or under the Payment in Lieu of Tax Agreement or under any other Basic Document, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

SECTION 11.3. CONVEYANCE ON PURCHASE OF THE PROJECT FACILITY. (A) At the closing of any purchase of the Project Facility pursuant to Section 11.2 hereof, the Agency shall, upon the satisfaction of the conditions set forth in Section 11.1 and Section 11.2 hereof, as appropriate, deliver to the Company all necessary documents (1) to convey to the Company all the Agency's right, title and interest in and to the Property being purchased, as such property then exists, subject only to the following: (a) any Liens or title defects to which title to such Property was subject when conveyed to the Agency, (b) any Liens created at the request of the Company or to the creation of which the Company consented, (c) any Permitted Encumbrances, and (d) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease Agreement or arising out of an Event of Default; and (2) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance settlements or Condemnation awards with respect to the Project Facility (but not including amounts relating to the Unassigned Rights).

(B) The termination of the Agency's leasehold interest in the Project Facility created pursuant to the Lease to Agency shall be effected by the execution and delivery by the Agency to the Company of the Termination of Lease to Agency (an unexecuted copy of which is attached hereto as Exhibit C and by this reference made a part hereof). The termination of this Lease Agreement shall be effected by the execution and delivery of the Company and the Agency of the Termination of Lease Agreement (an unexecuted copy of which is attached hereto as Exhibit E and by this reference made a part hereof). The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfers of title.

(C) The Company agrees to prepare the Termination of Lease to Agency and/or the Termination of Lease Agreement and all schedules thereto, together with all equalization and assessment forms and other necessary documentation, and to forward same to the Agency at least thirty (30) days prior to the date that the Project Facility or any portion thereof is to be conveyed to the Company.

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

(E) This Lease Agreement shall survive the transfer of the Project Facility to the Company pursuant to this Section 11.3 and shall remain in full force and effect until all of the Indebtedness shall have been paid in full, and thereafter the obligations of the Company shall survive as set forth in Section 12.8 hereof.

(F) Upon the payment in full of all Indebtedness under or secured by this Lease Agreement, and notwithstanding the survival of certain obligations of the Company as described in Section 12.8 hereof, the Agency shall upon the request of the Company execute and deliver to the Company such documents as the Company may reasonably request, in recordable form if so requested, to evidence the termination and release of all Liens granted to the Agency hereunder.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. NOTICES. (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

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

IF TO THE COMPANY:

Number Three Wind LLC
One South Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attention: Executive Director, Assistant General Counsel

WITH A COPY TO:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: John W. Dax, Esq.

IF TO THE AGENCY:

County of Lewis Industrial Development Agency
Center for Business
7551 South State Street, PO Box 106
Lowville, New York 13367
Attention: Chairman

WITH A COPY TO:

Campany, McArdle & Randall, PLLC
7571 S. State Street
Lowville, New York 13367
Attention: Kevin McArdle, Esq.

and

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III, Esq.

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

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

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

SECTION 12.4. AMENDMENT. This Lease Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 12.5. EXECUTION OF COUNTERPARTS. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.6. APPLICABLE LAW. This Lease Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

SECTION 12.7. RECORDING AND FILING. The Lease to Agency (or a memorandum thereof), this Lease Agreement (or a memorandum hereof), the Mortgage and financing statements relating to the security interests created and/or assigned thereby, shall be recorded or filed, as the case may be, by the Agency (but at the sole cost and expense of the Company) in the office of the County Clerk of Lewis County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

SECTION 12.8. SURVIVAL OF OBLIGATIONS. (A) The obligations of the Company to make the payments required by Sections 5.3 and 6.6 hereof and to provide the indemnity required by Sections 3.3 and 8.2 hereof shall survive the termination of this Lease Agreement, and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

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

SECTION 12.9. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Lease Agreement.

SECTION 12.10. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Agency contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, 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), servant or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company), servants and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State of New York or Lewis County, New York, and neither the State of New York nor Lewis County, 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 lease, 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 (1) 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 days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (2) 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 (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

SECTION 12.11. SUBORDINATION TO THE MORTGAGE. This Lease Agreement and all rights of the Company and the Agency hereunder are and will be subordinate to the lien of any mortgage now or hereafter placed on the Project Facility. The subordination of this Lease Agreement to such mortgage is automatic, without the execution of any further subordination agreement by the Company or the Agency. Nonetheless, if the mortgage lender requires a further written subordination agreement, the Company and the Agency shall execute, acknowledge, and deliver the same.

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

COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY

BY: Joseph R. L...
(Vice) Chairman

NUMBER THREE WIND LLC

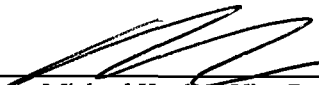
BY: _____
Michael Kaplan, Vice President

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

COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY

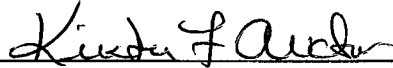
BY: _____
(Vice) Chairman

NUMBER THREE WIND LLC

BY:  _____
Michael Kaplan, Vice President

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

On the 23 day of November, in the year 2021, before me, the undersigned, personally appeared Joseph Lawrence, 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

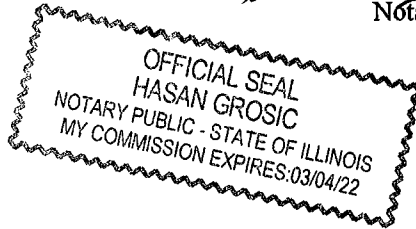
KRISTEN F. AUCTER
Notary Public, State of New York
Reg. No. 01AU6384577
Qualified in Lewis County
Commission Expires 12/17/2022

STATE OF ILLINOIS)
)ss:
COUNTY OF COOK)

On the 22nd day of November, in the year 2021, before me, the undersigned, personally appeared MICHAEL KAPLAN, 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



APPENDIX A

SCHEDULE OF DEFINITIONS

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

“Act” means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time, together with Chapter 62 of the 1973 Laws of the State, constituting Section 902-a of the General Municipal Law of the State, as amended from time to time.

“Affected Tax Jurisdiction” shall have the meaning assigned to such term in Section 854(16) of the Act), which defines such term, in the context of the Project, to mean any village, town, city, county, and school district in which the Project Facility is located.

“Affected Tax Jurisdictions” means all Affected Tax Jurisdictions in which the Project Facility is located.

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

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

“Applicable Laws” means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

“Approving Resolution” means the resolution duly adopted by the Agency on June 3, 2021, as amended by resolution adopted on December 2, 2021, authorizing and directing the undertaking and completion of the Project and the execution and delivery of the Basic Documents to which the Agency is a party.

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

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

“Basic Documents” means the Underlying Lease, the Lease Agreement, the Uniform Agency Project Agreement, the Payment in Lieu of Tax Agreement, the Section 875 GML Recapture Agreement, the Host Community Benefits Agreement, the Loan Documents and all other instruments and documents related thereto and executed in connection therewith, and any other instrument or document supplemental thereto, each as amended from time to time.

“Business Day” means a day on which banks located in the Town of Lowville and/or the Town of Harrisburg, Lewis County, New York, are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

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

“Closing Date” means the date of the Closing.

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

“Company” means Number Three Wind LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, and its successors and assigns, to the extent permitted pursuant to Section 8.4 of the Lease Agreement.

“Completion Date” means the earlier to occur of (A) December 31, 2052 or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project.

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

“Default Interest Rate” means a per annum rate of interest equal to twelve percent (12%) per annum, or the maximum rate of interest permitted by law, whichever is less.

“Equipment” means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired in connection with the completion of the Project prior to the Completion Date with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and such substitutions and replacements therefor as may be made from time to time pursuant to the Lease Agreement, including without limitation, all the Property described in Exhibit B attached to the Lease Agreement.

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

“Facility” means all buildings (or portions thereof), improvements, structures and other related facilities, and improvements thereto, (A) located on the Land, (B) financed with the proceeds of any payment made by the Company pursuant to Section 4.1(H) of the Lease Agreement, and (C) not constituting a part of the Equipment, all as they may exist from time to time.

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

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

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

“Hazardous Materials” shall mean all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, 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.), Articles 15 or 27 of the 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.

“Host Community Benefits Agreement” means the host community benefits agreement dated as of December 1, 2021 by and between the LCDC and the Company, as said host community benefits agreement may be amended to supplemented from time to time.

“Indebtedness” means (1) the monetary obligations of the Company to the Agency and its members, officers, agents, servants and employees under the Lease Agreement and the other Basic Documents, (2) the monetary obligations of the Company to the Affected Tax Jurisdictions under the Payment in Lieu of Tax Agreement and the other Basic Documents, and (3) all interest accrued and accruing on any of the foregoing.

“Independent Counsel” means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and not a full-time employee of the Company or the Agency.

“Independent Engineer” means an engineer or architect or firm of engineers or architects duly admitted to practice engineering or architecture in the state and not a full-time employee of the Company or the Agency.

“Infrastructure” shall have the meaning as described in the fifth recital clause of the Lease Agreement.

“Land” means the Premises, constituting the leasehold interest in real property created by the Lease to Agency, as more particularly described on Exhibit A attached to the Lease Agreement.

“LCDC” means Lewis County Development Corporation, a not-for-profit corporation organized and existing under the laws of the State of New York.

“Lease Agreement” means the lease agreement dated as of December 1, 2021 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

“Leased Land” means the portion of the Land leased by the Company to the Agency pursuant to the Lease to Agency, all as more particularly described in Exhibit A attached to the Lease to Agency.

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

“Lender” means Norddeutsche Landesbank Girozentrale, New York Branch, as Administrative Agent and Collateral Agent, and its successors and assigns as holder of the Mortgage.

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

“Loan Documents” means, collectively, the Mortgage, and any promissory note and building loan and other agreements reasonably requested by the Lender in connection with the Loan.

“Mortgage” means the building loan mortgage, security agreement, assignment of leases and rents, financing statement and fixture filing dated as of December 1, 2021 from the Company and the Agency to the Lender to secure advances of up to \$212,915,473.60 under the Loan.

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

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

“Payment in Lieu of Tax Agreement” means the payment in lieu of tax agreement dated as of December 1, 2021 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

“Permitted Encumbrances” means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date and benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens, to the extent permitted by Section 8.8 of the Lease Agreement, (C) Liens for taxes, assessments and utility charges, to the extent permitted by Section 6.2(B) of the Lease Agreement, (D) any Lien on the Project Facility obtained through

any Basic Document, (E) any Lien requested by the Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed, and (F) any mortgage encumbering the Company's interests in the Project Facility, whether now or hereafter placed on the Project Facility.

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

"Plans and Specifications" means the description of the Project appearing in the fifth recital clause to the Lease Agreement.

"Premises" means the Leased Premises.

"Project" shall have the meaning set forth in the fifth recital clause to the Lease Agreement.

"Project Facility" means, collectively, the Land, the Facility, the Infrastructure and the Equipment.

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

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

"Sales Tax Exemption Letter" shall have the meaning assigned to such term in Section 8.12 of the Lease Agreement.

"Section 875 GML Recapture Agreement" means the recapture agreement dated as of December 1, 2021 by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes constituting a part of the Financial Assistance relating to the Project, as said recapture agreement may be amended or supplemented from time to time.

"SEQRA" means Article Eight of the Environmental Conservation Law of the State and the statewide regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York.

"State" means the State of New York.

"Subagent" shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

"Subcontractor Subagent" shall have the meaning assigned to such term in Section 8.12(F) of the Lease Agreement.

"Term" means the term of the Underlying Lease.

"Termination of Lease Agreement" means a termination of lease agreement by and between the Company, as tenant, and the Agency, as landlord, intended to evidence the termination of the lease agreement, substantially in the form attached as Exhibit D to the Lease Agreement.

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

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

“Unassigned Rights” means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.2, 3.3, 4.1(B), 4.1(D), 4.1(E)(2), 4.1(F), 4.1(G), 5.2(A), 5.3(B), 5.4(B), 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.1, 9.3, 11.1, 12.4, 12.8 and 12.10 of the Lease Agreement, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents (other than the Company) and employees of the Agency for their own account pursuant to Sections 2.2(F), 3.3, 4.1, 5.3(B)(2), 5.3(C), 6.4(B), 8.2, 10.2 and 10.4 of the Lease Agreement, (C) the moneys due as payments in lieu of taxes pursuant to Section 6.6 of the Lease Agreement and the Payment in Lieu of Tax Agreement, (D) the payments due from the Company pursuant to the Section 875 GML Recapture Agreement, and (E) the right to enforce the foregoing pursuant to Article X of the Lease Agreement.

“Underlying Lease” or “Lease to Agency” means the lease to agency dated as of December 1, 2021 by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company has conveyed a leasehold interest in the Premises to the Agency, as said lease to agency may be amended or supplemented from time to time.

“Uniform Agency Project Agreement” means the project benefits agreement dated as of December 1, 2021 by and between the Agency and the Company, pursuant to which the Agency has agreed to grant certain Financial Assistance to the Company, subject to certain conditions, as such agreement may be amended or supplemented from time to time.

EXHIBIT A

DESCRIPTION OF THE LAND

A leasehold interest created by a certain lease to agency dated as of December 1, 2021 (the "Lease to Agency") between Number Three Wind LLC (the "Company"), as landlord, and County of Lewis Industrial Development Agency (the "Agency"), as tenant, in portions of an approximately 9,000 acre parcel of land (the "Leased Land") located on the eastern border of the Town of Lowville and throughout the Town of Harrisburg, Lewis County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land 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 Lowville and throughout the Town of Harrisburg, Lewis County, New York, bounded and described as follows:

- SEE ATTACHED -

Schedule A

Description of Fee Parcels

Various fee simple interests held by the Company in certain parcels of land (the "Fee Parcels") located in the Town of Lowville, County of Lewis, New York, and said Fee Parcels being more particularly described below, together with any improvements now or hereafter located on the Fee Parcels:

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

WNYNO30044 SBL No. p/o 177.-1-20.1 (Town of Lowville) Number Three Wind LLC (formerly Richard F. Weller and Margaret T. Weller)

Warranty Deed given by Richard F. Weller and Margaret T. Weller to Number Three Wind LLC, dated October 18, 2021 and recorded in the Lewis County Clerk's Office as Instrument No. 2021-006313 on October 28, 2021 conveying the parcel described below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Beginning at a point in the reputed center of the right-of-way of Buell Road (gravel-49.5 foot width), said point being 5.7 feet southerly from the traveled centerline of Buell Road, said point also being the northwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point having New York State plan coordinates (NAD83/2011- Central Zone) of 1,395,335.88 feet North and 1,096,497.30 feet East;

Thence South 03 degrees 54 minutes 37 seconds West, along the westerly line of said 24.00-acre parcel a distance of 300.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates - Canton, NY" (herein after referred to as 5/8-inch rebar), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kobach LS 049092" (extending 0.1 feet above grade) found on the southerly right-of-way of Buell Road;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following two courses and distances:

1. North 85 degrees 56 minutes 08 seconds West a distance of 300.00 feet to a set 5/8-inch rebar;
2. North 03 degrees 54 minutes 37 seconds East a distance of 300.00 feet to a point in the reputed center of the right-of-way of Buell Road, said point being 0.8 feet southerly of the traveled centerline of Buell Road, said course passing over a 5/8-inch rebar set on the southerly right-of-way of Buell Road at a distance of 275.25 feet;

Thence South 85 degrees 56 minutes 08 seconds East, along the reputed center of the right-of-way of Buell Road, a distance of 300.00 feet to the **Point of Beginning**.

To contain 2.066 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 Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan - Final Plat, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019 and distinguished as Drawing No. CK3818-08-17 O&M.

AND

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Commencing at a point in the centerline of the Number Three Road (49.5-foot width), said point being the southwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point also being South 03 degrees 54 minutes 37 seconds West a distance of 31.02 feet from a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJKovach LS 049092" (extending 0.2 feet above grade) found on the northerly right-of-way of the Number Three Road, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,655.46 feet North and 1,096,383.12 feet East;

Thence North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 511.12 feet to a point, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,997.67 feet North and 1,095,994.70 feet East, said point also being the **Point of Beginning**;

Thence continuing North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 330.00 feet to a point;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following three courses and distances:

1. North 40 degrees 32 minutes 22 seconds East a distance of 440.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates – Canton, NY" (herein after referred to as a 5/8-inch rebar), said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 24.75 feet;
2. South 49 degrees 27 minutes 38 seconds East, parallel with and 415.25 feet distant northeasterly from the center of the Number Three Road, a distance of 330.00 feet to a set 5/8-inch rebar;
3. South 40 degrees 32 minutes 22 seconds West a distance of 440.00 feet to the Point of Beginning, said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 415.25 feet.

To contain 3.333 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 Richard A. and Helen F. Weller to Richard F. Weller and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan – Final Plot, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019, and distinguished as Drawing No. CK3818-08-17 O&M.

WNYNO30116 SBL No. 211.00-01-05.000 (Town of Lowville) Number Three Wind LLC (formerly Linda B. Spencer, Robbin E. Hlad, and Bethany A. Kirch)

Warranty Deed given by Linda B. Spencer, as to a life estate, and Robbin E. Hlad and Bethany A. Kirch, as joint tenants with rights of survivorship to Number Three Wind LLC, dated July 28, 2021, and recorded in the Lewis County Clerk's Office as Instrument No. 2021-004735 on August 20, 2021 conveying the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 26 in Township 11, and being more precisely described as follows:

Beginning at the intersection of the center of West Road (49.5-foot width) with the southerly bounds of New York State Route 177 (variable width), said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,383,908.24 feet North and 1,093,649.62 feet East;

thence South 33 degrees 56 minutes 30 seconds East, along the center of West Road, a distance of 108.53 feet to the northeasterly corner of a 4.37-acre parcel of land conveyed by JoAnn K. Smith to Gordon J. Yancey by deed dated August 27, 1998 and recorded in the Lewis County Clerk's Office on September 18, 1998 in Liber 629 of Deeds at Page 8;

thence along the northerly line of said 4.37-acre parcel, the following three courses and distances:

1. South 60 degrees 10 minutes 35 seconds West a distance of 85.52 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (0.2 feet below grade), said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (0.2 feet below grade) found at a distance of 27.51 feet;

2. North 34 degrees 23 minutes 36 seconds West a distance of 46.38 feet to a found 1-inch iron pipe (flush with grade);
3. North 82 degrees 44 minutes 49 seconds West a distance of 281.17 feet to a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "THEW ASSOCIATES – CANTON NY" set on the easterly line of a 1.24-acre parcel of land conveyed by Chester R. and Cheryl Britton to Stephen F. Sandoval by deed dated November 12, 2015 and recorded in the Lewis County Clerk's Office on November 20, 2015 as Instrument No. 2015-005649, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (0.1 feet below grade) found at a distance of 115.09 feet;

thence North 07 degrees 07 minutes 32 seconds West, along the easterly line of said 1.24-acre parcel, a distance of 53.30 feet to a 5/8-inch rebar with a 1 1/2-inch diameter aluminum cap marked "NYS DOT ROW" (extends 0.1 feet above grade) found on the southerly bounds of New York State Route 177;

thence North 88 degrees 57 minutes 31 seconds East, along the southerly bounds of New York State Route 177, a distance of 325.37 feet to the Point of Beginning.

To contain 0.668 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Linda B. Spencer to Robbin E. Hlad and Bethany A. Kirch by deed dated October 1, 2012 and recorded in the Lewis County Clerk's Office on October 4, 2012 as Instrument No. 2012-004999.

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).

WNYNO30020 SBL No. p/o 196.00-01-31.110 (Town of Lowville) Number Three Wind LLC (formerly Earl Mervin Nolt and Marita D. Nolt)

Warranty Deed given by Earl Mervin Nolt and Marita D. Nolt to Number Three Wind LLC, dated November 10, 2021 and recorded in the Lewis County Clerk's Office as Instrument No. 2021-007200 on December 6, 2021 conveying the parcel described below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 23 in Township No. 11, and being more precisely described as follows:

Beginning at a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates - Canton, NY" (hereinafter referred to as a 5/8-inch rebar) set on the reputed northerly bounds of the Niagara Mohawk Power Corporation Taylorville - Boonville Electric Transmission Line Easement (100-foot width), said rebar being 50 feet distant northerly measured at right angles from the centerline of said Taylorville - Boonville Electric Transmission Line, said rebar also being North 10 degrees 53 minutes 24 seconds East a distance of 86.1 feet from the northwesterly corner of steel transmission line Structure No. 102, said rebar having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,132.43 feet North and 1,112,616.42 feet East;

thence through a parcel of land conveyed by Earl M. and Verna M. Nolt to Earl Mervin and Marita D. Nolt by deed dated August 22, 2017 and recorded in the Lewis County Clerk's Office on August 22, 2017 as Instrument No. 2017-004788, the following three courses and distances:

1. South 50 degrees 43 minutes 21 seconds East a distance of 500.00 feet to a set 5/8-inch rebar;
2. South 39 degrees 16 minutes 26 seconds West a distance of 1,000.00 feet to a set 5/8-inch rebar;
3. North 50 degrees 43 minutes 21 seconds West a distance of 500.00 feet to a 5/8-inch rebar set on the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, said rebar being 50 feet distant northerly, measured at right angles, from the centerline of said Taylorville - Boonville Electric Transmission Line;

thence North 39 degrees 16 minutes 26 seconds East, along the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, a distance of 1,000.00 feet to the Point of Beginning.

To contain 11.478 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

Schedule B

Description of Leasehold Parcels

Various leasehold interests held by the Company in certain parcels of land (the "Leased Land") located in the Town of Lowville, County of Lewis, New York, said Leased Land being more particularly described below, together with any improvements now or hereafter located on the Leased Land:

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

WNYNO30001 SBL No. 176.-2-2.2 (Town of Lowville) John E. O'Brien and Sue E. O'Brien

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated July 15, 2015 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001699, as assigned to Number Three Wind LLC by Assignment and Assumption Agreement dated February 8, 2019 and recorded March 14, 2019 as Instrument No. 2019-001187, and as amended by that certain Amendment to Lease and Memorandum of Lease between John E. O'Brien and Sue E. O'Brien and Number Three Wind LLC, dated May 3, 2019 and recorded May 22, 2019 as Instrument No. 2019-002450 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Commencing at a point in the center of the Number Three Road (49.5-foot width), said point also being the northeasterly corner of a 66.11-acre parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,174.93 feet North and 1,087,787.41 feet East;

thence along the easterly and westerly lines of said 66.11-acre parcel, the following three courses and distances:

South 34 degrees 35 minutes 28 seconds West, in part with a barbed wire fence, a distance of 750.87 feet to a point, said point being South 34 degrees 35 minutes 28 seconds West a distance of 0.34 feet from a found 1/2-inch rebar (extends 0.8 feet above grade);

North 71 degrees 42 minutes 01 seconds West a distance of 97.41 feet to a found 1-inch iron pin (extends 0.4 feet above grade);

South 81 degrees 36 minutes 39 seconds West a distance of 168.68 feet to the northwesterly corner of a 17.47-acre parcel of land conveyed by Daniel R. and Gail A. Klosner to Thomas Z., Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21, said point being South 04 degrees 41 minutes 26 seconds West a distance of 0.24 feet from a found 1/2-inch rebar (extends 0.8 feet above grade), said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,562.78 feet North and 1,087,101.77 feet East, said point being the Point of Beginning;

thence South 04 degrees 41 minutes 26 seconds West, along the westerly line of said 17.47-acre parcel, a distance of 1,964.02 feet to a 1/2-inch iron pipe (extends 1.4 feet above grade) found on the northerly line of a 55-acre parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence North 85 degrees 40 minutes 33 seconds West, in part with a barbed wire fence and along the northerly line of said 55-acre parcel, a distance of 761.19 feet to a 1/2-inch rebar (extends 0.4 feet above grade) found at the northeasterly corner of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence North 85 degrees 31 minutes 22 seconds West, in part with a barbed wire fence, a distance of 988.52 feet to a 3/4-inch iron pipe (extends 1.0 feet above grade) found at the southeasterly corner of a parcel of land conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence along the easterly line of Walter J. and Doris Kennell, the following three courses and distances:

1. North 05 degrees 49 minutes 41 seconds East a distance of 738.93 feet to a found 5/8-inch rebar (extends 0.7 feet above grade);
2. North 34 degrees 55 minutes 30 seconds East a distance of 223.65 feet to a found 3/4-inch rebar (extends 0.6 feet above grade);
3. North 47 degrees 32 minutes 01 seconds East a distance of 875.29 feet to a 1-inch iron pin (extends 0.7 feet above grade) found on the southerly line of said 66.11-acre parcel;

thence along the southerly and easterly lines of said 66.11-acre parcel, the following three courses and distances:

1. North 83 degrees 40 minutes 49 seconds East a distance of 743.88 feet to a found 1-inch iron pin (extends 0.8 feet above grade);
2. North 14 degrees 10 minutes 06 seconds East a distance of 197.98 feet to a found 1-inch iron pin (extends 0.6 feet above grade);
3. North 81 degrees 36 minutes 39 seconds East a distance of 271.47 feet to the Point of Beginning.

To contain 59.971 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064.

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).

WNYNO30002 SBL Nos. 158-2-3.1; 158-2-4; 158-2-6; 158-2-8; 159-1-1; 159-1-6.12; 159-1-12.1; 159-2-8.11; 176-1-5.12; 176-1-5.2; 176-2-2.1 (Town of Lowville) Walter J. Kennell

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated August 11, 2015 and recorded in the Lewis County Clerk's Office on October 30, 2015 as Instrument No. 2015-005271, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded October 31, 2018 in Instrument 2018-005473, and as amended by Amendment to Lease and Memorandum of Lease between Walter J. Kennell and Doris Kennell and Number Three Wind LLC dated June 4, 2019 and recorded June 21, 2019 as Instrument No. 2019-003111 regarding the parcels below:

PARCEL 2

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 6 and 13 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the northerly bounds of New York State Route 12 (variable width) with the westerly line of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,464.60 feet North and 1,074,287.23 feet East;

thence North 05 degrees 31 minutes 14 seconds East, in part with a barbed wire fence and along the westerly line of Great Lot 13, a distance of 2,473.91 feet to the southeasterly corner of a parcel of land conveyed by Eloise L. Powis to Jeffery A. Powis by deed dated January 18, 2002 and recorded in the Lewis County Clerk's Office on January 28, 2002 in Liber 691 of Deeds at Page 71;

thence North 47 degrees 46 minutes 13 seconds East, generally with a barbed wire fence and along the easterly line of Jeffrey A. Powis, a distance of 560.07 feet to the southwesterly corner of a parcel of land conveyed by Ronald and Allison Sheldon to Allison Sheldon and Carolyn Sheldon by deed dated June 12, 1979 and recorded in the Lewis County Clerk's Office on June 13, 1979 in Liber 399 of Deeds at Page 28;

thence South 86 degrees 05 minutes 00 seconds East, in part with a barbed wire fence and along the southerly line of Allison Sheldon and Carolyn Sheldon, a distance of 2,073.72 feet to a point

thence South 05 degrees 18 minutes 20 seconds West, in part with a barbed wire fence, in part along the westerly line of Allison Sheldon and Carolyn Sheldon, and in part along the westerly line of a parcel of land conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613, a distance of 4,120.62 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following three courses and distances:

1. North 59 degrees 05 minutes 23 seconds West a distance of 2273.36 feet to a point;
2. North 58 degrees 50 minutes 49 seconds West a distance of 195.90 feet to a point;
3. North 58 degrees 26 minutes 47 seconds West a distance of 261.02 feet to the Point of Beginning.

To contain 195.650 acres of land, more or less.

Also all that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the southerly bounds of New York State Route 12 (variable width) with the westerly line of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,391.49 feet North and 1,074,280.16 feet East;

thence along the southerly bounds of New York State Route 12, the following three courses and distances:

1. South 58 degrees 26 minutes 47 seconds East a distance of 229.02 feet to a point;
2. South 58 degrees 50 minutes 49 seconds East a distance of 196.27 feet to a point;
3. South 59 degrees 05 minutes 23 seconds East a distance of 344.93 feet to the northwesterly corner of a 1.190-acre parcel conveyed by Norma Kennell to Galen L. and Cheryl J. Moshier by deed dated July 19, 2004 and recorded in the Lewis County Clerk's Office on July 27, 2004 as Instrument No. 2004-02386;

thence along the westerly, southerly and easterly lines of said 1.190-acre parcel, the following three courses and distances:

1. South 38 degrees 07 minutes 05 seconds West a distance of 218.09 feet to a found 1-inch iron pipe (extends 0.9-feet above grade), said course passing over a 5/8-inch rebar inside a 3/4-inch iron pipe (extends 2.5-feet above grade) found at a distance of 1.38 feet;
2. South 59 degrees 05 minutes 31 seconds East a distance of 207.98 feet to a found 1-inch iron pipe (extends 0.8-feet above grade)
3. North 38 degrees 07 minutes 05 seconds East a distance of 200.37 feet to a point on the southerly bounds of New York State Route 12;

thence along the southerly bounds of New York State Route 12, the following three courses and distances:

1. South 59 degrees 00 minutes 40 seconds East a distance of 275.21 feet to a point;
2. South 68 degrees 39 minutes 33 seconds East a distance of 107.92 feet to a point;
3. South 59 degrees 05 minutes 23 seconds East a distance of 1,373.90 feet to the northwesterly corner of a parcel of land conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence South 03 degrees 47 minutes 20 seconds West, along the westerly line of Walter J. and Doris Kennell, a distance of 688.84 feet to a point on the southerly line of Great Lot 13;

thence along the southerly and westerly lines of Great Lot 13, the following two courses and distances:

1. North 86 degrees 16 minutes 41 seconds West, in part with a barbed wire fence, a distance of 2,488.23 feet to a found 1/2-inch iron pipe (extends 2.1-feet above grade);
2. North 05 degrees 31 minutes 14 seconds East, in generally with a barbed wire fence, a distance of 1,940.88 feet to the Point of Beginning.

To contain 73.356 acres of land, more or less.

The above-described parcels of land are intended to be a portion of the same premises conveyed by Norma Kennell to Water J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613.

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 3

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 20 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of Moody Road (49.5-foot width), said point also being the southeasterly corner of a 13.38-acre parcel conveyed by Dale E. and Julie MKloster to Ralph J Drellick, Jr. by deed dated October 17, 2007 and recorded in the Lewis County Clerk's Office on November 29, 2007 as Instrument No. 2007-04014, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,342.28 feet North and 1,074,466.38 feet East;

thence North 06 degrees 14 minutes 28 seconds East, in part with a barbed wire fence and along the easterly line of said 13.38-acre parcel, a distance of 1,091.82 feet to a point on the northerly line of Great Lot 20, said course passing over a 1/2-inch iron pipe found at a distance of 1,091.32 feet;

thence South 86 degrees 16 minutes 41 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 20, a distance of 1,971.62 feet to a point on the westerly line of a parcel of land conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence South 03 degrees 36 minutes 38 seconds West, in part with a barbed wire fence and along the westerly line of Walter J. and Doris Kennell, a distance of 716.14 feet to a point in the center of Moody Road;

thence along the center of Moody Road, the following four courses and distances:

1. South 83 degrees 30 minutes 16 seconds West a distance of 543.74 feet to a point;
2. South 83 degrees 43 minutes 13 seconds West a distance of 282.35 feet to a point;
3. South 83 degrees 03 minutes 01 seconds West a distance of 767.41 feet to a point;
4. South 82 degrees 51 minutes 50 seconds West a distance of 461.96 feet to the Point of Beginning.

To contain 41.176 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613.

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 4

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 12 in Township 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds New York State Route 12, said point also being the northeasterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,436.42 feet North and 1,072,578.56 feet East;

South 58 degrees 26 minutes 47 seconds East, along the southerly bounds of New York State Route 12, a distance of 555.98 feet the northwesterly corner of a parcel conveyed to Gallop Cemetery by deed recorded in the Lewis County Clerk's Office in Liber X of Deeds at Page 437;

thence along the westerly and southerly lines of the Gallop Cemetery, the following three courses and distances:

1. South 38 degrees 36 minutes 49 seconds West a distance of 138.39 feet to a point;
2. South 71 degrees 04 minutes 47 seconds East, in part with a barbed wire fence, a distance of 387.02 feet to a point;
3. North 71 degrees 10 minutes 03 seconds East a distance of 43.09 feet to a point on the southerly bounds of New York State Route 12;

thence along the southerly bounds of New York State Route 12, the following five courses and distances:

1. South 18 degrees 36 minutes 57 seconds East a distance of 146.47 feet to a point;
2. North 85 degrees 37 minutes 01 seconds East a distance of 171.82 feet to a point;
3. South 54 degrees 28 minutes 44 seconds East a distance of 193.00 feet to a point;
4. South 76 degrees 49 minutes 11 seconds East a distance of 81.94 feet to a point;
5. South 58 degrees 26 minutes 47 seconds East a distance of 530.83 feet to a point on the easterly line of Great Lot 12;

thence along the easterly and southerly line of Great Lot 12, the following two courses and distances:

1. South 05 degrees 31 minutes 14 seconds West a distance of 1,940.88 feet to a found 1/2-inch iron pipe (extends 2.1 feet above grade)
2. North 86 degrees 02 minutes 25 seconds West, in generally with a barbed wire fence, a distance of 2,791.80 feet to the southeasterly corner of a parcel of land conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ KOVACH LS49092" (extends 0.8 feet above grade) found at a distance of 44.26 feet;

thence North 05 degrees 31 minutes 14 seconds East, generally with a barbed wire fence, along the easterly line of Emmanuel J. and Dorothy A. Widrick, a distance of 1,786.97 feet to the southwesterly corner of Water J. and Doris Kennell (Liber 673 - Page 106);

thence along the southerly and easterly lines of Water J. and Doris Kennell, the following five courses and distances:

1. South 85 degrees 14 minutes 15 seconds East, in part with a barbed wire fence, a distance of 1,011.38 feet to a point;
2. North 14 degrees 45 minutes 45 seconds East a distance of 209.64 feet to a point;
3. North 22 degrees 15 minutes 45 seconds East, in part with a barbed wire fence, a distance of 284.66 feet to a point;
4. North 85 degrees 49 minutes 35 seconds West, in part with a barbed wire fence, a distance of 124.08 feet to a point;
5. North 04 degrees 55 minutes 39 seconds East, in part with a barbed wire fence, a distance of 616.39 feet to the Point of Beginning.

To contain 137.672 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Water J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 5

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 12 in Township No. 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 12 (variable width), said point being the northeasterly corner of a 27 1/4-acre parcel conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,046.54 feet North and 1,071,585.53 feet East;

thence South 58 degrees 26 minutes 00 seconds East, along the southerly bounds of New York State Route 12, a distance of 1,165.50 feet to a point on the westerly line of a 121 1/2-acre parcel conveyed by Walter J. and Doris Kennel, and Paul R. Kennel to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence along the westerly and southerly lines of said 121 1/2-acre parcel, the following two courses and distances:

1. South 04 degrees 55 minutes 39 seconds West, generally with a barbed wire fence, a distance of 616.39 feet to a point;
2. South 85 degrees 49 minutes 35 seconds East, generally with a barbed wire fence, a distance of 124.08 feet to a point on the northerly line of a 143-acre parcel conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence along the northerly line of said 143-acre parcel, the following three courses and distances:

1. South 22 degrees 15 minutes 45 seconds West, in part with a barbed wire fence, a distance of 284.66 feet to a point;
2. South 14 degrees 45 minutes 45 seconds West a distance of 209.64 feet to a point;
3. North 85 degrees 14 minutes 15 seconds West, in part with a barbed wire fence, a distance of 1,011.38 feet to a point on the easterly line of a 50-acre parcel of land conveyed to Emmanuel J. and Dorothy A. Widrick (Instrument No. 2017-000794);

thence along the easterly and northerly lines of said 50-acre parcel, the following two courses and distances:

1. North 05 degrees 31 minutes 14 seconds East, in part with a barbed wire fence, a distance of 466.40 feet to a point;
2. North 85 degrees 49 minutes 35 seconds West, in part with a barbed wire fence, a distance of 175.15 feet to the southeasterly corner of said 27 1/4-acre parcel;

thence North 11 degrees 40 minutes 08 seconds East, in part with a barbed wire fence and along the easterly line of said 27 1/4-acre parcel, a distance of 1,162.50 feet to the Point of Beginning.

To contain 34.452 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 7

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 13 and 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 12 (variable width), said point being on the easterly line of a 275.13-acre parcel conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,402,985.42 feet North and 1,076,621.95 feet East;

thence South 59 degrees 05 minutes 23 seconds East, along the southerly bounds of New York State Route 12, a distance of 212.90 feet to the northwesterly corner of a 0.83-acre parcel conveyed by James Clinton Snyder to Faith Z. Snyder by deed dated December 10, 2004 and recorded in the Lewis County Clerk's Office on February 18, 2005 as Instrument No. 2005-00554;

thence along the westerly, southerly, and easterly lines of said 0.83-acre parcel, the following five courses and distances:

1. South 24 degrees 40 minutes 41 seconds West a distance of 123.42 feet to a found 1-inch iron pipe in concrete (flush with grade), said course passing over a 1-inch iron pipe (0.7 feet below grade) found at a distance of 0.27 feet;
2. South 03 degrees 36 minutes 22 seconds East a distance of 113.73 feet to a found 1-inch iron pipe in concrete (Extends 0.1 feet above grade);
3. South 59 degrees 10 minutes 11 seconds East a distance of 58.93 feet to a found 1-inch iron pipe in concrete (0.1 feet below grade);
4. North 62 degrees 44 minutes 41 seconds East a distance of 80.00 feet to a point;

5. North 28 degrees 46 minutes 59 seconds East a distance of 148.45 feet to a point on the southerly bounds of New York State Route 12, said course passing over a 1-inch iron pipe (0.5 feet below grade) found at a distance of 148.00 feet;

thence along the southerly bounds of New York State Route 12, the following three courses and distances;

1. South 59 degrees 05 minutes 23 seconds East a distance of 545.78 feet to a point;
2. South 58 degrees 56 minutes 06 seconds East a distance of 290.71 feet to a point;
3. South 59 degrees 08 minutes 05 seconds East a distance of 750.38 feet to the northwesterly corner of a parcel conveyed by Bible Brethren Church to Bethany A. Hosmer by deed dated December 24, 1999 and recorded in the Lewis County Clerk's Office on January 13, 2000 in Liber 653 of Deeds at Page 334;

thence South 31 degrees 13 minutes 21 seconds West, along the westerly line of Bethany A. Hosmer, a distance of 235.38 feet to a point in the center of Moody Road (49.5-foot width);

thence along the center of Moody Road, the following four courses and distances:

1. South 84 degrees 08 minutes 22 seconds West a distance of 21.91 feet to a point;
2. South 84 degrees 29 minutes 50 seconds West a distance of 626.91 feet to a point;
3. South 83 degrees 04 minutes 57 seconds West a distance of 632.04 feet to a point;
4. South 83 degrees 30 minutes 16 seconds West a distance of 414.79 feet to the southeasterly corner of a 41.4-acre parcel conveyed to Walter J. and Doris Kennel (Instrument No. 2012-000613);

thence North 03 degrees 36 minutes 38 seconds East, in part with a barbed wire fence, along the easterly line of said 41.4-acre parcel, a distance of 716.14 feet to a point on the northerly line of Great Lot 20;

thence South 86 degrees 16 minutes 41 seconds East, along the northerly line of Great Lot 20, a distance of 23.95 feet to the southeasterly corner of said 275.13-acre parcel;

thence North 03 degrees 47 minutes 20 seconds East, along the easterly line of said 275.13-acre parcel, a distance of 688.84 feet to the Point of Beginning.

To contain 31.325 of land, more or less.

Also, all that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 10, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 12 (variable width), said point being on the easterly line of a 275.13-acre parcel conveyed by Norma Kennel to Walter J. and Doris Kennel by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,403,058.85 feet North and 1,076,627.79 feet East;

thence North 05 degrees 18 minutes 20 seconds East, along the easterly line of said 275.13-acre parcel, a distance of 2,530.45 feet to the southwesterly corner of a parcel conveyed by Ronald and Allison Sheldon to Allison Sheldon and Carolyn Sheldon by deed dated June 12, 1979 and recorded in the Lewis County Clerk's Office on June 12, 1979 in Liber 399 of Deeds at Page 28;

thence South 86 degrees 20 minutes 26 seconds East, in part with a barbed wire fence and along the southerly line of Allison Sheldon and Carolyn Sheldon, a distance of 2,482.16 feet to a point on the easterly line of Great Lot 13;

thence South 04 degrees 06 minutes 31 seconds West, in part with a barbed wire fence and along the easterly line of Great Lot 13, a distance of 1,042.72 feet to the northeasterly corner of a 71-acre parcel conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172;

thence along the northerly and westerly lines of said 71-acre parcel, the following two courses and distances:

1. North 86 degrees 24 minutes 31 seconds West, in part with a barbed wire fence, a distance of 1,257.85 feet to a point;
2. South 03 degrees 07 minutes 34 seconds West, in part with a barbed wire fence, a distance of 596.04 feet to a point;

thence South 12 degrees 10 minutes 31 seconds West, in part with a barbed wire fence, in part along the westerly line of said 71-acre parcel, and in part along the westerly line of a 62.81-acre parcel conveyed by Cristopher and Jennifer J. Kain to Walter J. and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's office on August 28, 2013 as Instrument No. 2013-006220, a distance of 1,461.28 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following two courses and distances:

1. North 58 degrees 56 minutes 06 seconds West a distance of 247.97 feet to a point;
2. North 59 degrees 05 minutes 23 seconds West a distance of 964.94 feet to the Point of Beginning.

To contain 109.152 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613.

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 9

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 13 and 14 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of Vary Road (49.5-foot width), said point also being the southeasterly corner of a 51 1/2-acre parcel conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,402,802.36 feet North and 1,080,142.04 feet East;

thence South 48 degrees 09 minutes 48 seconds West, along the center of Vary Road, a distance of 983.01 feet to the northeasterly corner of a parcel of land conveyed by Christopher and Jennifer J. Kain to Lauren D. and Debbie R. Zehr by deed dated May 11, 2015 and recorded in the Lewis County Clerk's Office on June 4, 2015 as Instrument No. 2015-002435;

thence along the northerly and westerly lines of Lauren D. and Debbie R. Zehr, the following two courses and distances:

1. North 65 degrees 36 minutes 55 seconds West a distance of 355.17 feet to a point, said course passing over a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PL549819" (extends 0.5-feet above grade);
2. South 30 degrees 14 minutes 05 seconds West a distance of 164.61 feet to the northeasterly corner of a parcel conveyed to Fair View Cemetery by deed recorded in the Lewis County Clerk's Office in Liber 24 of deeds at Page 217;

thence along the northerly and westerly line of Fair View Cemetery, the following two courses and distances:

1. North 59 degrees 13 minutes 53 seconds West a distance of 264.15 feet to a point;
2. South 30 degrees 37 minutes 14 seconds West a distance of 165.32 feet to the northeasterly corner of a 2.42-acre parcel conveyed by Alan J. Priest to Dickinson L. and Victoria L. Windover by deed dated May 14, 2002 and recorded in the Lewis County Clerk's Office on May 17, 2002 in Liber 697 of Deeds at Page 127;

thence North 85 degrees 51 minutes 59 seconds West, in part with a barbed wire fence, along the northerly line of said 2.42-acre parcel a distance of 612.46 feet to a point on the northerly bounds of New York State Route 12 (variable width), said course passing over a 3/4-inch iron pipe (extends 0.4-feet below grade) found at a distance of 611.91 feet;

thence North 59 degrees 07 minutes 01 seconds West, along the northerly bounds of New York State Route 12, a distance of 481.41 feet to the southeasterly corner of a parcel conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence North 12 degrees 10 minutes 31 seconds East, in part with a barbed wire fence and along the easterly line of Walter J. and Doris Kennell, a distance of 1,265.63 feet to the southwesterly corner of a 71-acre parcel conveyed to Lowell and Joyce Gingerich (Liber 685 - Page 172);

thence South 68 degrees 29 minutes 09 seconds East, generally with a barbed wire fence, in part along the southerly line of said 71-acre parcel, and in part along said 51 1/2-acre parcel (Liber 885 - Page 172), a distance of 2,372.31 feet to the Point of Beginning.

To contain 52.276 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Cristopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220.

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).

PARCELS 10 AND 11

SBL No. 159-1-12.1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the division line between the Town of Harrisburg and the Town of Lowville, said point being South 03 degrees 36 minutes 54 seconds West, a distance of 268.00 feet from the northeasterly corner of Great Lot 21, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,617.58 feet North and 1,083,858.16 feet East;

thence South 03 degrees 36 minutes 54 seconds West along the division line between the Town of Harrisburg and the Town of Lowville, a distance of 2,094.45 feet to the northeasterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence North 86 degrees 22 minutes 44 seconds West, along the northerly line of Walter J. and Doris Kennell, a distance of 247.96 feet to the southeasterly corner of a parcel of land conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328;

thence North 03 degrees 36 minutes 54 seconds East, along the easterly line of Delmar K. Long, a distance of 2,016.40 feet to a point at the southeasterly corner of a 1.5-acre parcel conveyed by The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture to Lauren D. and Debbie R. Zehr by deed dated January 27, 1987 and recorded in the Lewis County Clerk's Office on February 17, 1987 in Liber 478 of Deeds at Page 270;

thence North 76 degrees 08 minutes 56 seconds East, along the southerly line of said 1.5-acre parcel, a distance of 259.95 feet to the Point of Beginning.
To contain 11.700 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. Kennell, Doris Kennell and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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).

SBL No. 159-2-8.11

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Beginning at a point on the division line between the Town of Lowville and the Town of Harrisburg, said point also being the northwesterly corner of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,549.12 feet North and 1,083,853.83 feet East;

thence South 85 degrees 24 minutes 35 seconds East, along the northerly line of Great Lot 13, a distance of 312.84 feet to the reputed northwesterly corner of the Willow Grove Cemetery (no deed reference);

thence South 02 degrees 20 minutes 41 seconds West, in part along the reputed westerly line of the Willow Grove Cemetery and in part along the westerly line of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell

by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, a distance of 2,706.00 feet to a point on the northerly line of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence North 85 degrees 58 minutes 08 seconds West, along the northerly line of Wilfred C. and Marilyn Mayer, a distance of 372.78 feet to a point on the division line between the Town of Lowville and the Town of Harrisburg;

thence North 03 degrees 36 minutes 54 seconds East, along the division line between the Town of Lowville and the Town of Harrisburg, a distance of 2,707.95 feet to the Point of Beginning.

To contain 21.296 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 12

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 12 (variable width), said point being North 89 degrees 19 minutes 12 seconds West a distance of 0.47 feet from a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (flush with grade), said point also being the southeasterly corner of a parcel of land conveyed by Paul E. Long to Delmar K. Long, Trustee of the Long Irrevocable Trust by deed dated August 11, 2016 and recorded in the Lewis County Clerk's Office on November 10, 2016 as Instrument No. 2016-005954, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,398,505.09 feet North and 1,082,393.67 feet East;

thence South 44 degrees 31 minutes 48 seconds East, along the southerly bounds of New York State Route 12, a distance of 798.67 feet to the most northerly corner of the remainder of a 234.22-acre parcel conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987, said point being South 38 degrees 49 minutes 10 seconds West a distance of 1.73 feet from a found 2-inch iron pipe (flush with grade);

thence South 38 degrees 49 minutes 10 seconds West, along the northwesterly line of said 234.22-acre remainder parcel, a distance of 881.85 feet to a point on the southerly line of Great Lot 21;

thence along the southerly line of Great Lot 21, the following two courses and distances;

1. North 84 degrees 23 minutes 02 seconds West a distance of 1,215.86 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.3 feet above grade), said course passing over a 3/4-inch iron pipe (extends 2.5 feet above grade) found at a distance of 8.01 feet;

2. North 86 degrees 41 minutes 49 seconds West a distance of 1,499.35 feet to the southeasterly corner of a 234.36-acre parcel conveyed by Kermit K. and Ann Z. Lehman to Steven W. and Elnora L. Widrick by deed dated February 22, 1995 and recorded in the Lewis County Clerk's Office on February 24, 1995 in Liber 581 of Deeds at Page 74;

thence along the easterly line of said 234.36-acre parcel, the following seven courses and distances:

1. North 04 degrees 18 minutes 24 seconds East a distance of 361.94 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.3 feet above grade);

2. North 69 degrees 50 minutes 51 seconds West a distance of 463.77 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.3 feet above grade);

3. North 15 degrees 12 minutes 48 seconds East a distance of 231.92 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade);

4. South 85 degrees 29 minutes 28 seconds East a distance of 447.27 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade);
5. North 30 degrees 16 minutes 56 seconds East a distance of 803.63 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.4 feet above grade);
6. South 73 degrees 52 minutes 23 seconds East a distance of 322.62 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade);
7. North 67 degrees 57 minutes 38 seconds East a distance of 322.46 feet to a 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade) found on the southerly line of Delmar K. Long;

thence along the southerly line of Delmar K. Long, the following four courses and distances:

1. North 73 degrees 14 minutes 59 seconds East a distance of 430.08 feet to a point;
2. South 59 degrees 53 minutes 03 seconds East a distance of 608.26 feet to a point;
3. South 40 degrees 11 minutes 28 seconds East a distance of 257.45 feet to a point;
4. South 89 degrees 19 minutes 12 seconds East a distance of 482.88 feet to the Point of Beginning.

To contain 93.812 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Water J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 13

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 12, said point also being the southwesterly corner of a parcel of land conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,399,670.01 feet North and 1,081,470.88 feet East;

thence South 86 degrees 22 minutes 44 seconds East, in part along the southerly line of Delmar K. Long, and in part along the southerly line of a 13 1/3-acre parcel conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106 a distance of 2,259.73 feet to a point on the division line between the Town of Harrisburg and the Town of Lowville;

thence South 03 degrees 36 minutes 54 seconds West, along the division line between the Town of Harrisburg and the Town of Lowville, a distance of 686.83 feet to the northwesterly corner of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence South 38 degrees 49 minutes 10 seconds West, along the westerly line of Wilfred C. and Marilyn Mayer, a distance of 1,096.53 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following two courses and distances:

1. North 44 degrees 34 minutes 28 seconds West a distance of 553.04 feet to a point;
2. North 44 degrees 16 minutes 01 seconds West a distance of 392.37 feet the most southerly corner of a parcel of land conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence along the easterly, northerly, and westerly lines of Walter J. and Doris Kennell (Liber 673 - Page 106), the following three courses and distances:

1. North 48 degrees 19 minutes 59 seconds East a distance of 190.35 feet to a point;
2. North 42 degrees 10 minutes 33 seconds West a distance of 202.75 feet to a point;
3. South 47 degrees 57 minutes 52 seconds West a distance of 193.66 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following five courses and distances:

1. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 02 degrees 06 minutes 57 seconds and a radius of 11,269.50 feet, an arc distance of 416.14 feet to a point (chord: North 41 degrees 32 minutes 52 seconds West, 416.11 feet);
2. North 49 degrees 09 minutes 36 seconds East a distance of 12.43 feet to a point;
3. North 39 degrees 15 minutes 11 seconds West a distance of 294.69 feet to a point;
4. North 41 degrees 57 minutes 34 seconds West a distance of 295.23 feet to a point;
5. North 38 degrees 34 minutes 30 seconds West a distance of 119.18 feet to the Point of Beginning.

To contain 46.302 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 14

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Commencing at a point on the Division line between the Town of Lowville and the Town of Harrisburg, said point also being the northwesterly corner of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,549.12 feet North and 1,083,853.83 feet East;

thence South 85 degrees 24 minutes 35 seconds East, along the northerly line of Great Lot 13, a distance of 312.84 feet to the reputed northwesterly corner of the Willow Grove Cemetery;

thence South 02 degrees 20 minutes 41 seconds West, along the reputed westerly line of the Willow Grove Cemetery, a distance of 212.57 feet to the reputed southwesterly corner of the Willow Grove Cemetery, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,311.69 feet North and 1,084,156.97 feet East, said point being the Point of Beginning;

thence South 85 degrees 24 minutes 35 seconds East, along the reputed southerly line of the Willow Grove Cemetery, a distance of 224.09 feet to a point on the westerly line of a 66.11-acre parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence along the westerly and southerly lines of said 66.11-acre parcel, the following six courses and distances:

1. South 01 degrees 06 minutes 43 seconds West a distance of 394.74 feet to a point;
2. South 71 degrees 17 minutes 51 seconds East a distance of 720.81 feet to a point;
3. South 06 degrees 21 minutes 29 seconds East a distance of 188.96 feet to a point;
4. South 76 degrees 16 minutes 50 seconds East a distance of 485.09 feet to a point;
5. North 87 degrees 06 minutes 55 seconds East a distance of 388.44 feet to a point;

6. South 39 degrees 03 minutes 54 seconds East a distance of 174.30 feet to a 1-inch iron pin (extends 0.7 feet above grade) found at the northwesterly corner of a 60-acre parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence along the westerly lines of said 60-acre parcel, the following three courses and distances:

1. South 47 degrees 32 minutes 01 seconds West a distance of 875.29 feet to a found 3/4-inch rebar (extends 0.6 feet above grade);
2. South 34 degrees 55 minutes 30 seconds West a distance of 223.65 feet to a found 5/8-inch rebar (extends 0.7 feet above grade);
3. South 05 degrees 49 minutes 41 seconds West a distance of 738.93 feet to a 3/4-inch iron pipe (extends 1.0 feet above grade) found on the northerly line of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence North 85 degrees 58 minutes 08 seconds West, along the northerly line of Wilfred C. and Marilyn Mayer, a distance of 1,144.52 feet to the southeasterly corner of a 20-acre parcel conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence North 02 degrees 20 minutes 41 seconds East, along the easterly line of said 20-acre parcel, a distance of 2,493.43 feet to the Point of Beginning.

To contain 63.377 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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).

WNYNO30003 SBL No. 177.-1-5.1 (Town of Lowville) Andrew Nikitich

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated May 1, 2018 and recorded in the Lewis County Clerk's Office on August 21, 2018 as Instrument No. 2018-004137, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Ratification of Agreement and Memorandum of Lease dated March 12, 2019 and recorded in the Lewis County Clerk's Office on April 23, 2019 as Instrument No. 2019-001865, and as amended by Amendment to Lease and Memorandum of Lease dated September 10, 2021 and recorded September 29, 2021 as Instrument No. 2021-005674 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 14 and 17, and 14 (Stowe Square Lot) in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being on the southerly line of a 106-acre parcel of land conveyed by Emma T. Stoltzfus to Amos L. and Barbara C. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000176, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,397,367.83 feet North and 1,092,603.54 feet East;

thence along the center of the Number Three Road, the following three courses and distances:

1. South 42 degrees 31 minutes 00 seconds East a distance of 233.03 feet to a point;
2. South 43 degrees 10 minutes 37 seconds East a distance of 389.76 feet to a point;
3. South 43 degrees 48 minutes 49 seconds East a distance of 566.20 feet to the southeasterly corner of a 24.42-acre parcel of land conveyed to Amos L. and Barbara C. Stoltzfus (Instrument No. 2016-000176);

thence North 04 degrees 10 minutes 12 seconds East, along the easterly line of said 24.42-acre parcel, a distance of 1,212.16 feet to a 1/2-inch rebar with a 1-inch diameter yellow plastic cap (extends 0.1 feet above grade) found on the northerly line of Lot 14, (Stowe Square Lot);

thence South 86 degrees 45 minutes 52 seconds East, in part with a barbed wire fence and along the northerly line of said Stowe Square Lot, a distance of 2,474.63 feet to the northwesterly corner of 22.72-acre parcel conveyed by David M. and Saloma N. Beiler to John

D. and Rachel H. Beiler by deed dated December 30, 2011 and recorded in the Lewis County Clerk's Office on December 30, 2011 as Instrument No. 2011-006423;

thence along the westerly and southerly lines of said 22.72-acre parcel, the following two courses and distances:

1. South 04 degrees 34 minutes 49 seconds West, generally with a barbed wire fence, a distance of 736.29 feet to a point;
2. South 78 degrees 23 minutes 55 seconds East, generally with a barbed wire fence, a distance of 1,254.32 feet to a point on the easterly line of said Stowe Square Lot;

thence South 04 degrees 19 minutes 44 seconds West, along the easterly line of said Stowe Square Lot, a distance of 1,293.52 feet to a point in the center of Buell Road (49.5-foot width);

thence North 85 degrees 56 minutes 08 seconds West, along the center of Buell Road, a distance of 2,676.12 feet to a point in the center of Number Three Road;

thence South 43 degrees 28 minutes 28 seconds East, along the center of Number Three Road, a distance of 17.95 feet to the centerline intersection of the Number Three Road and Rice Road (49.5-foot width);

thence along the center of Rice Road, the following two courses and distances:

1. North 85 degrees 33 minutes 33 seconds West, a distance of 980.02 feet to a point;
2. North 85 degrees 51 minutes 46 seconds West a distance of 581.38 feet to a point on the northerly line of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence along the northerly and westerly lines of Samuel S. and Lydia H. Stoltzfus, the following four courses and distances:

1. North 86 degrees 35 minutes 48 seconds West, a distance of 2,010.04 feet to a point;
2. South 03 degrees 33 minutes 05 seconds West, generally with a barbed wire fence, a distance of 978.81 feet to a point;
3. North 85 degrees 28 minutes 42 seconds West a distance of 81.84 feet to a point;
4. South 03 degrees 33 minutes 05 seconds West, in part with a barbed wire fence, a distance of 180.84 feet to the northeasterly corner of the remainder of a 119-acre parcel conveyed by Benuel H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to Benuel H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961,

thence North 85 degrees 28 minutes 42 seconds West, in part with a barbed wire fence and along the northerly line of said 119-acre remainder parcel, a distance of 485.76 feet to the southeasterly corner of a 19.13-acre parcel conveyed by Stephen M. and Ruth J. Zubrzycki, Benuel H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, and Andrew W. and Sandra E. Nikitch to John S. and Mary I. Swarey by deed dated October 20, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167;

thence along the easterly and northerly lines of said 19.13-acre parcel, the following two courses and distances:

1. North 03 degrees 33 minutes 05 seconds East a distance of 1,372.42 feet to a point;
2. North 68 degrees 26 minutes 12 seconds West, in part with a barbed wire fence, a distance of 582.89 feet to a point on the easterly line of a 29.08-acre parcel conveyed by Benuel H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to John S. and Mary I. Swarey by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on October 13, 2005 as Instrument No. 2005-03492;

thence North 03 degrees 33 minutes 05 seconds East, along the easterly line of said 29.08-acre parcel, a distance of 112.12 feet to a point on the northerly line of Great Lot 17;

thence South 86 degrees 26 minutes 55 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 17, a distance of 1,984.11 feet to the southeasterly corner of said 106-acre parcel;

thence along the southerly line of said 106-acre parcel, the following two courses and distances:

1. North 04 degrees 38 minutes 59 seconds East a distance of 1,263.54 feet to a point;
2. South 85 degrees 25 minutes 36 seconds East, in part with a barbed wire fence, a distance of 780.78 feet to the Point of Beginning.

To contain 256.119 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Edward J. and Christine M. Chrzanowski to Andrew W. and Sandra E. Nikitich by deed dated July 1, 1994 and recorded in the Lewis County Clerk's Office on July 1, 1994 in Liber 573 of Deeds at Page 199.

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).

WNYNO30004 SBL Nos. 177.-1-24.1; 177.-1-1.2; 177.-1-25; 193.-2-2.1 (Town of Lowville) Lloyd Roes & Sons LLC

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated August 18, 2015 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001702, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Lloyd Roes & Sons LLC and Number Three Wind LLC dated May 7, 2019 and recorded May 20, 2019 as Instrument No. 2019-002339 regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 17 and 21 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point also being the southeasterly corner of a 1.34-acre parcel of land conveyed by Lloyd and Clara Roes to Norman D. Roes and Melanie R. Zehr by deed dated January 27, 1989 and recorded in the Lewis County Clerk's Office on June 1, 1990 in Liber 521 of Deeds at Page 281, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,906.78 feet North and 1,088,322.71 feet East;

thence South 33 degrees 18 minutes 19 seconds East, along the westerly bounds of New York State Route 12, a distance of 764.49 feet to the most northerly corner of a 0.675-acre parcel of land conveyed by Carey L and Marcia L. Koster to Jessica L. Burris by deed dated November 2, 2004 and recorded in the Lewis County Clerk's Office on November 17, 2004 as Instrument No. 2004-03856, said point also being on the southerly top of bank of a gulf;

thence westerly along the northerly line of said 0.675-acre parcel and along the southerly top of bank of said gulf, as it winds and turns, a distance of 250.4 feet, more or less, to the northerly line of a parcel of land conveyed by Clara Roes to Lloyd Roes and Sons, LLC. by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, (chord: South 61 degrees 11 minutes 40 seconds West, 249.60 feet);

thence North 85 degrees 16 minutes 25 seconds West, along the northerly line of Lloyd Roes and Sons, LLC., a distance of 738.68 feet to a point on the westerly line of Great Lot 21;

thence North 04 degrees 12 minutes 52 seconds East, generally with a barbed wire fence, in part along the westerly line of Great Lot 21, and in part along the westerly line of Great Lot 17, a distance of 824.43 feet to the southwesterly corner of a 1.09-acre parcel of land conveyed by Clarence R. and Beulah Y. Widrick to Keith D. and Linda R. Widrick by deed dated December 30, 2008 and recorded in the Lewis County Clerk's Office on January 2, 2009 as Instrument No. 2009-000029;

thence North 75 degrees 50 minutes 17 seconds East, in part with a barbed wire fence and along the southerly line of said 1.09-acre parcel, a distance of 136.11 feet to the northwesterly corner of said 1.34-acre parcel;

thence along the westerly and southerly lines of said 1.34-acre parcel, the following two courses and distances:

1. South 33 degrees 17 minutes 23 seconds East a distance of 250.00 feet to a point;
2. North 75 degrees 50 minutes 17 seconds East a distance of 211.75 feet to the Point of Beginning.

To contain 12.727 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 17 and 21 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point also being the southwesterly corner of a 198.28-acre parcel of land conveyed by Jack P. and Charlene M. Lomeo to Jacob M. and Annie Y. Stoltzfus by deed dated June 2, 2006 and recorded in the Lewis County Clerk's Office on June 2, 2006 as Instrument No. 2006-01778, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,519.15 feet North and 1,087,997.96 feet East;

thence along the southerly and easterly lines of said 198.28-acre parcel, the following two courses and distances:

1. South 86 degrees 36 minutes 46 seconds East, in part with a barbed wire fence, a distance of 2,561.04 feet to a point;
2. North 03 degrees 11 minutes 46 seconds East, generally with a barbed wire fence, a distance of 665.18 feet to the southwesterly corner of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence South 86 degrees 42 minutes 19 seconds East, in part with a barbed wire fence, in part along the southerly line of Samuel S. and Lydia H. Stoltzfus, and in part along the southerly line of a parcel of land conveyed by Emma T. Stoltzfus to Benue J. and Fannie D. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000184, a distance of 793.21 feet to a point on the westerly line of 51-acre parcel of land conveyed by Paul R. and Donna J. Rice to Jacob M. and Annie Y. Stoltzfus by deed dated March 24, 2003 and recorded in the Lewis County Clerk's Office on February 20, 2004 as Instrument No. 2004-00561, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 432.74 feet;

thence South 04 degrees 03 minutes 03 seconds West, in part with a barbed wire fence and along the westerly line of said 51-acre parcel, a distance of 1,544.17 feet to a point on the southerly line of Great Lot 17;

thence North 85 degrees 09 minutes 46 seconds West, along the southerly line of Great Lot 17, a distance of 762.44 feet to a point on the northerly line of a parcel of land conveyed by Community Bank, N.A. to Kirk L. and Patricia J. Herse by deed dated July 24, 2002 and recorded in the Lewis County Clerk's Office on September 11, 2002 as Instrument No. 2002-01133;

thence South 83 degrees 39 minutes 22 seconds West, in part along the northerly line of Kirk L. and Patricia J. Herse and in part along the northerly line of a 1.06-acre parcel of land conveyed by Marvin D. and Sandra Roes to Roes Irrevocable Trust by deed dated February 22, 2018 and recorded in the Lewis County Clerk's Office on February 23, 2018 as Instrument No. 2018-000910, a distance of 1,574.12 feet to the southeasterly corner of a 1.02-acre parcel of land conveyed by Lloyd and Carla Roes to Calvin J. and Marcia J. Roes by deed dated August 12, 1987 and recorded in the Lewis County Clerk's Office on August 12, 1987 in Liber 484 of Deeds at Page 288;

thence along the easterly and northerly lines of said 1.02-acre parcel, the following two courses and distances:

1. North 30 degrees 17 minutes 17 seconds West a distance of 266.29 feet to a point;
2. South 65 degrees 51 minutes 43 seconds West a distance of 162.74 feet to a point on the easterly bounds of New York State Route 12;

thence North 33 degrees 17 minutes 43 seconds West, along the easterly bounds of New York State Route 12, a distance of 1,219.50 feet to the Point of Beginning.

To contain 77.376 acres of land, more or less.

The above-described parcels of land are intended to be a portion of the same premises conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035.

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 2

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 14 in Township 11, and being more precisely described as follows:

Beginning at the centerline intersection of the Number Three Road (49.5-foot width) with Willow Grove Road (49.5-foot width), said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,795.24 feet North and 1,088,476.93 feet East;

thence along the center of the Number Three Road, the following four courses and distances:

1. South 61 degrees 40 minutes 34 seconds East a distance of 1,307.82 feet to a point;
2. along a curve deflecting to the right, having a central angle of 15 degrees 55 minutes 15 seconds and a radius of 1,853.16 feet, an arc distance of 514.94 feet to a point (chord: South 54 degrees 54 minutes 58 seconds East, 513.29 feet);
3. South 46 degrees 30 minutes 53 seconds East a distance of 266.96 feet to a point;
4. South 46 degrees 12 minutes 46 seconds East a distance of 1,782.06 feet to the northwesterly corner of a 106-acre parcel of land conveyed by Emma T. Stoltzfus to Amos L. and Barbara C. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000176;

thence along the westerly line of said 106-acre parcel, the following three courses and distances:

1. South 04 degrees 38 minutes 29 seconds West, in part with a barbed wire fence, a distance of 1,229.48 feet to a point;
2. North 85 degrees 12 minutes 15 seconds West, in part with a barbed wire fence, a distance of 602.25 feet to a point;
3. South 04 degrees 54 minutes 43 seconds West, in part with a barbed wire fence, a distance of 1,059.82 feet to a point on the southerly line of Great Lot 14;

thence North 86 degrees 26 minutes 55 seconds West, in part with barbed wire fence and along the southerly line of Great Lot 14, a distance of 2,597.25 feet to a point in the center of Willow Grove Road;

thence along the center of Willow Grove Road, the following two courses and distances:

1. North 04 degrees 07 minutes 56 seconds East a distance of 2,293.47 feet to a point;
2. North 04 degrees 29 minutes 08 seconds East a distance of 2,121.52 feet to the Point of Beginning.

To contain 243.576 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Lloyd Roes & Sons to Lloyd Roes & Sons, LLC by deed dated September 22, 2011 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005036.

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).

PARCELS 3 AND 4

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 17 in Township 11, and being more precisely described as follows:

Beginning at a point in the centerline of Willow Grove Road (49.5-foot width), said point also being the southwest corner of a 29.08-acre parcel of land conveyed by Benue H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to John S. and Mary I. Swarey by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on October 13, 2005 as Instrument No. 2005-03492, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,395,602.45 feet North and 1,088,093.12 feet East;

thence South 86 degrees 26 minutes 55 seconds East, along the southerly line of said 29.08-acre parcel, a distance of 1,603.42 feet to a point on the westerly line of a 19.13-acre parcel of land conveyed by Stephen M. and Ruth J. Zubrzycki, Benue H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, and Andrew W. and Sandra E. Nikitich to John S. and Mary I. Swarey by deed dated October 20, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167;

thence South 03 degrees 33 minutes 05 seconds West, in part with a barbed wire fence and along the westerly line of said 19.13-acre parcel, a distance of 863.39 feet to a point on the northerly line of the remainder of a 119-acre parcel of land conveyed by Benue H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to Benue H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961;

thence North 85 degrees 28 minutes 42 seconds West, generally with a barbed wire fence, along the northerly line of said 119-acre parcel, a distance of 1,605.99 feet to a point in the center of Willow Grove Road;

thence along the center of the Willow Grove Road, the following three courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 03 degrees 30 minutes 52 seconds and a radius of 1,905.50 feet, an arc distance of 116.89 feet to a point (chord: North 05 degrees 05 minutes 06 seconds East, 116.87 feet);
2. North 03 degrees 19 minutes 40 seconds East a distance of 386.19 feet to a point;
3. North 03 degrees 40 minutes 28 seconds East a distance of 333.19 feet to the Point of Beginning.

To contain 31.284 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035.

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).

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 20 and 21 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point also being the northeasterly corner of a 0.14-acre parcel of land conveyed by Community Bank, N.A. to Kirk L. and Patricia J. Herse by deed dated July 24, 2002 and recorded in the Lewis County Clerk's Office on September 11, 2002 as Instrument No. 2002-01133, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,390,660.56 feet North and 1,089,141.57 feet East;

thence along the northerly line of Kirk L. and Patricia J. Herse, the following seven courses and distances:

1. South 66 degrees 19 minutes 01 seconds West, in part with a barbed wire fence, a distance of 173.59 feet to a point;
2. South 82 degrees 00 minutes 17 seconds West, in part with a barbed wire fence, a distance of 614.18 feet to a point;
3. South 28 degrees 15 minutes 17 seconds West a distance of 152.00 feet, more or less, to a point in the center of a stream or gulf;
4. southwesterly along the center of said stream or gulf, as it winds and turns, a distance of 895.5 feet, more or less, as it winds and turns, to a point, (chord: South 46 degrees 40 minutes 08 seconds West a distance of 815.57 feet);
5. South 03 degrees 13 minutes 00 seconds West a distance of 250.57 feet to a point;
6. North 86 degrees 49 minutes 13 seconds West, in part with a barbed wire fence, a distance of 2,102.59 feet to a point;
7. South 03 degrees 13 minutes 00 seconds West a distance of 212.22 feet to a point on the northerly line of a parcel of land conveyed by Samuel B. and Hannah H. Stoltzfus to Joseph S. and Fannie H. Stoltzfus by deed dated August 6, 2010 and recorded in the Lewis County Clerk's Office on August 9, 2010 as Instrument No. 2010-004243;

thence North 86 degrees 49 minutes 13 seconds West, in part with a barbed wire fence and along the northerly line of Joseph S. and Fannie H. Stoltzfus, a distance of 941.32 feet to a point;

thence North 02 degrees 59 minutes 53 seconds East, in part with a barbed wire fence, in part along the easterly line of Joseph S. and Fannie H. Stoltzfus, and in part along the easterly line of a 60-acre parcel of land conveyed by Clarence R. and Beulah Y. Widrick to Luke C. and Michele N. Widrick by deed dated December 30, 2008 and recorded in the Lewis County Clerk's Office on January 29, 2009 as Instrument No. 2009-000470, a distance of 1,958.93 feet to the southwesterly corner of a 2-acre parcel conveyed to Luke C. and Michele N. Widrick (Instrument No. 2009-000470), said course passing over a 3/4-inch iron pipe (0.1 feet below grade) found at a distance of 750.65 feet;

thence North 52 degrees 55 minutes 00 seconds East, in part with a barbed wire fence and along the southeasterly line of said 2-acre parcel a distance of 624.96 feet to a point on the southerly line of Great Lot 20;

thence South 85 degrees 29 minutes 53 seconds East, in part with a barbed wire fence and along the southerly line of Great Lot 20, a distance of 1,134.38 feet, to a point in the center of a stream or gulf;

thence easterly along the center of said stream or gulf, as it winds and turns, a distance of 1,681.2 feet, more or less, to the southwesterly corner of a parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, (chord: South 68 degrees 33 minutes 58 seconds East a distance of 1,516.67 feet);

thence South 85 degrees 16 minutes 25 seconds East, along the southerly line of Lloyd Roes & Sons, LLC, a distance of 738.68 feet to the most westerly corner of a 0.675-acre parcel of land conveyed by Carey L. and Marcia L. Koster to Jessica L. Burris by deed dated November 2, 2004 and recorded in the Lewis County Clerk's Office on November 17, 2004 as Instrument No. 2004-03856;

thence along the southerly line of said 0.675-acre parcel, the following two courses and distances:

1. South 68 degrees 42 minutes 39 seconds East a distance of 147.57 feet to a point;
2. North 73 degrees 50 minutes 12 seconds East a distance of 170.92 feet to a point on the westerly bounds of New York State Route 12, said course passing over a 1 1/2-inch iron pipe (extends 0.2 feet above grade) found at a distance of 42.49 feet;

thence South 33 degrees 18 minutes 19 seconds East, along the westerly bounds of New York State Route 12, a distance of 575.58 feet to the Point of Beginning.

To contain 163.716 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035.

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).

WNYNO30005 SBL No. 158.-1-13.211 (Town of Lowville) Rebecca Widrick

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated September 30, 2015 and recorded in the Lewis County Clerk's Office on October 30, 2015 as Instrument No. 2015-005269, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, and amended by Amendment to Lease and Memorandum of Lease dated May 28, 2019 and recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019-002791.

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 11, 12 and 19 in Township 10, and being more precisely described as follows:

Beginning at a point on the of southerly bounds of New York State Route 12 (variable width), said point also being the northeasterly corner of a 47.02-acre parcel conveyed by William F. Kuhlmann to Lillian I. Kuhlmann Lindergren and Stephen Dacek by deed dated July 13, 2002 and recorded in the Lewis County Clerk's Office on September 25, 2002 as Instrument No. 2002-01289, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,620.25 feet North and 1,070,651.38 feet East;

thence along the southerly bounds of New York State Route 12, the following two courses and distances:

1. South 58 degrees 28 minutes 56 seconds East a distance of 769.93 feet to a point;
2. South 58 degrees 21 minutes 16 seconds East a distance of 326.33 feet to the northwesterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Waler J. and Doris Kennell by deed dated February 7, 2007 and recorded in the Lewis County Clerk's Office on February 7, 2007 in Liber 673 of Deeds at Page 106;

thence along the westerly line of Walter J. and Doris Kennell, the following four courses and distances:

1. South 11 degrees 40 minutes 08 seconds West, in part with a barbed wire fence, a distance of 1162.50 feet to a point;

2. South 85 degrees 49 minutes 35 seconds East, in part with a barbed wire fence, a distance of 175.15 feet to a point;
3. South 05 degrees 31 minutes 14 seconds West, in part with a barbed wire fence, a distance of 2,253.37 feet to a point on the southerly line of Great Lot 12;
4. South 86 degrees 02 minutes 25 seconds East, in part with a barbed wire fence and along the southerly line of Great Lot 12 a distance of 433.81 feet to the northwesterly corner of a parcel of land conveyed by Dale E. and Julie M. Kloster to Samuel S. and Katie H. Swarey by deed dated October 17, 2007 and recorded in the Lewis County Clerk's Office on October 19, 2007 as Instrument No. 2007-03547, said point being South 04° 21' 13" West, a distance of 1.97 feet from a found 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.4-feet above grade);

thence South 04 degrees 21 minutes 13 seconds West, in part with a barbed wire fence, along the westerly line of Samuel S. and Katie H. Swarey, a distance of 587.29 feet to the northeasterly corner of a parcel of land conveyed by Clarence R. and Beulah Y. Widrick to Paul A. and Dawn V. Widrick by deed dated January 1, 2006 and recorded in the Lewis County Clerk's Office on February 23, 2007 as Instrument No. 2007-00604, said course passing over a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2-feet above grade);

thence North 85 degrees 54 minutes 46 seconds West, in part with a barbed wire fence, along the northerly line of Paul A. and Dawn V. Widrick, a distance of 2,347.29 feet to a point on the westerly line of Great Lot 19;

thence North 04 degrees 07 minutes 22 seconds East, along the westerly line of Great Lot 19, a distance of 595.40 feet to a point in the center of Cobb Road (49.5-foot width);

thence along the center of Cobb Road, the following two courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 14 degrees 13 minutes 07 seconds and a radius of 317.00 feet, an arc distance of 78.67 feet to a point (chord: North 11 degrees 45 minutes 55 seconds East, 78.46 feet);
2. North 04 degrees 39 minutes 22 seconds East a distance of 662.62 feet to the northeasterly corner of a parcel of land conveyed to Paul A. and Dawn V. Widrick (Instrument No. 2007-00604);

thence along the northerly line of Paul A. and Dawn V. Widrick, the following four courses and distances:

1. North 68 degrees 32 minutes 14 seconds West, in part with a barbed wire fence, a distance of 1,060.02 feet to a point;
2. North 85 degrees 50 minutes 26 seconds West a distance of 240.97 feet to a point;
3. South 03 degrees 54 minutes 34 seconds West, generally with a barbed wire fence, a distance of 1,051.38 feet to a point on the southerly line of Great Lot 11
4. North 86 degrees 52 minutes 22 seconds West, generally with a barbed wire fence and along the southerly line of Great Lot 11 a distance of 1,246.35 feet to the southeasterly corner of an 88.53-acre parcel conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder, by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175;

thence along the easterly line of Robert L. and Eva M. Snyder (Liber 211 - Page 175), the following three courses and distances:

1. North 03 degrees 54 minutes 34 seconds East, generally with a barbed wire fence and stonewall, a distance of 2,261.57 feet to a point;
2. South 86 degrees 20 minutes 12 seconds East, in part with a barbed wire fence, a distance of 121.85 feet to a point;
3. North 04 degrees 30 minutes 07 seconds East, generally with a barbed wire fence, a distance of 886.47 feet to a point in the center of Humphrey Road (49.5-foot width);

thence along the center of Humphrey Road, the following five courses and distances:

1. North 82 degrees 31 minutes 28 seconds East a distance of 67.66 feet to a point;
2. along a curve deflecting to the left, having a central angle of 21 degrees 09 minutes 39 seconds and a radius of 900.50 feet, an arc distance of 332.58 feet to a point (chord: North 71 degrees 56 minutes 39 seconds East, 330.69 feet);

3. North 61 degrees 21 minutes 49 seconds East a distance of 543.15 feet to a point;
4. North 60 degrees 20 minutes 04 seconds East a distance of 934.67 feet to a point;
5. North 59 degrees 05 minutes 53 seconds East a distance of 675.69 feet to a point on the southerly bounds of New York State Route 12;

thence along the southerly bounds of New York State Route 12, the following three courses and distances:

1. South 04 degrees 42 minutes 36 seconds East a distance of 27.58 feet to a point;
2. South 51 degrees 59 minutes 57 seconds East a distance of 208.91 feet to a point;
3. South 45 degrees 55 minutes 04 seconds East a distance of 32.56 feet to a point in the center of Cobb Road;

thence along the center of Cobb Road, the following two courses and distances:

1. South 03 degrees 33 minutes 08 seconds West a distance of 745.11 feet to a point;
2. South 04 degrees 02 minutes 26 seconds West a distance of 456.59 feet to the southwesterly corner of a parcel of land conveyed by Charles Marolf to Walter J. and Doris Kennell by deed dated July 27, 2016 and recorded in the Lewis County Clerk's Office on July 27, 2016 as Instrument No. 2016-003927;

thence along the southerly and easterly lines of Walter J. and Doris Kennell, the following two courses and distances:

1. North 87 degrees 53 minutes 08 seconds East a distance of 322.90 feet to a point;
2. North 08 degrees 11 minutes 08 seconds East a distance of 358.38 feet to a point on the southerly line of said 47.02-acre parcel;

thence along the southerly and easterly lines of said 47.02-acre parcel, the following two courses and distances:

1. South 76 degrees 26 minutes 52 seconds East a distance of 631.62 feet to a point
2. North 03 degrees 33 minutes 08 seconds East a distance of 507.36 feet to the Point of Beginning.

To contain 371.816 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794.

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).

WNYNO30044 SBL No. 177.-1-20.1 (Town of Lowville) Richard F. Weller and Margaret T. Weller

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated January 7, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001697, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated February 8, 2019 and recorded in the Lewis County Clerk's Office on March 14, 2019 as Instrument No. 2019-001187, as amended by Amendment to Lease and Memorandum of Lease between Richard F. Weller and Margaret T. Weller and Number Three Wind LLC, dated May 21, 2019 and recorded in the Lewis County Clerk's Office on May 31, 2019 as Instrument No. 2019-002614 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lot 15 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the most northerly corner of a 20.0-acre parcel of land conveyed by Paul R. and Donna J. Rice to Jacob M. and Annie Y. Stoltzfus by deed dated March 24, 2003 and recorded in the Lewis County Clerk's Office on February 20, 2004 as Instrument No. 2004-00561, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,492.07 feet North and 1,096,585.84 feet East;

thence South 56 degrees 02 minutes 45 seconds West, generally with a barbed wire fence and along the northerly line of said 20.0-acre parcel, a distance of 783.89 feet to a point on the southerly line of Stowe Square Lot 15;

thence North 86 degrees 21 minutes 34 seconds West, generally with a barbed wire fence and along the southerly line of Stowe Square Lot 15, a distance of 1,168.20 feet to a 1/2-inch rebar (extends 0.6 feet above grade) found at the southeasterly corner of a parcel of land conveyed by Emma T. Stoltzfus to Benue J. and Fannie D. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000184;

thence North 03 degrees 23 minutes 56 seconds East, generally with a barbed wire fence, in part along the easterly line of Benue J. and Fannie D. Stoltzfus, and in part along a 65-acre parcel conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177, a distance of 2,324.52 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade) found at a distance of 619.62 feet and passing over the center of the Number Three Road at a distance of 1,848.50 feet;

thence South 85 degrees 56 minutes 08 seconds East, along the center of Buell Road, a distance of 1,593.73 feet to the northwesterly corner of a 24.00-acre parcel conveyed by Richard F. and Margaret T. Weller to Joseph P. and Susan G. Schultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873;

thence South 03 degrees 54 minutes 37 seconds West, along the westerly line of said 24.00-acre parcel, a distance of 1,674.32 feet to a point in the center of the Number Three Road, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 24.58 feet, and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.2 feet above grade) found at a distance of 1,643.30 feet;

thence South 49 degrees 27 minutes 33 seconds East, along the center of the Number Three Road, a distance of 266.75 feet to the Point of Beginning.

To contain 83.624 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

EXCEPTING THEREFROM THE FOLLOWING LANDS:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Beginning at a point in the reputed center of the right-of-way of Buell Road (gravel-49.5 foot width), said point being 5.7 feet southerly from the traveled centerline of Buell Road, said point also being the northwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point having New York State plan coordinates (NAD83/2011- Central Zone) of 1,395,335.88 feet North and 1,096,497.30 feet East;

Thence South 03 degrees 54 minutes 37 seconds West, along the westerly line of said 24.00-acre parcel a distance of 300.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates - Canton, NY" (herein after referred to as 5/8-inch rebar), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS 049092" (extending 0.1 feet above grade) found on the southerly right-of-way of Buell Road;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following two courses and distances:

1. North 85 degrees 56 minutes 08 seconds West a distance of 300.00 feet to a set 5/8-inch rebar;
2. North 03 degrees 54 minutes 37 seconds East a distance of 300.00 feet to a point in the reputed center of the right-of-way of Buell Road, said point being 0.8 feet southerly of the traveled centerline of Buell Road, said course passing over a 5/8-inch rebar set on the southerly right-of-way of Buell Road at a distance of 275.25 feet;

Thence South 85 degrees 56 minutes 08 seconds East, along the reputed center of the right-of-way of Buell Road, a distance of 300.00 feet to the **Point of Beginning**.

To contain 2.066 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 Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan – Final Plat, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019 and distinguished as Drawing No. CK3818-08-17 O&M.

AND

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Commencing at a point in the centerline of the Number Three Road (49.5-foot width), said point being the southwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point also being South 03 degrees 54 minutes 37 seconds West a distance of 31.02 feet from a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS 049092" (extending 0.2 feet above grade) found on the northerly right-of-way of the Number Three Road, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,655.46 feet North and 1,096,383.12 feet East,

Thence North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 511.12 feet to a point, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,997.67 feet North and 1,095,994.70 feet East, said point also being the **Point of Beginning**;

Thence continuing North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 330.00 feet to a point;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following three courses and distances:

1. North 40 degrees 32 minutes 22 seconds East a distance of 440.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates – Canton, NY" (herein after referred to as a 5/8-inch rebar), said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 24.75 feet;
2. South 49 degrees 27 minutes 38 seconds East, parallel with and 415.25 feet distant northeasterly from the center of the Number Three Road, a distance of 330.00 feet to a set 5/8-inch rebar;
3. South 40 degrees 32 minutes 22 seconds West a distance of 440.00 feet to the Point of Beginning, said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 415.25 feet.

To contain 3.333 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 Richard A. and Helen F. Weller to Richard F. Weller and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan – Final Plot, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019, and distinguished as Drawing No. CK3818-08-17 O&M.

WNYNO30011 SBL No. 159.-1-11.1 (Town of Lowville) Lauren D. Zehr and Debbie R. Zehr

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated January 7, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001698, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated February 8, 2019 and recorded in the Lewis County Clerk's Office on March 14, 2019 as Instrument No. 2019-001187, as amended by Amendment to Lease and Memorandum of Lease between Lauren d. Zehr and Debbie R. Zehr and Number Three Wind LLC dated May 8, 2019 and recorded in the Lewis County Clerk's Office on May 20, 2019 as Instrument No. 2019-002340 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 14 and 21 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the center of the Number Three Road, with the easterly line of a 47.54-acre parcel conveyed by Dale E. and Julie M. Kloster to Lauren D. and Debbie R. Zehr by deed dated October 29, 2007 and recorded in the Lewis County Clerk's Office on October 31, 2007 as Instrument No. 2007-03703, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,469.22 feet North and 1,082,899.35 feet East;

thence North 09 degrees 58 minutes 19 seconds East, along the easterly line of said 47.54-acre parcel a distance of 1,949.59 feet to a point on the northerly line of Great Lot 14;

thence South 86 degrees 16 minutes 19 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 14, a distance of 920.82 feet to a point on the division line between the Town of Harrisburg and the Town of Lowville;

thence South 03 degrees 36 minutes 54 seconds West, in part with a barbed wire fence and along the division line between the Town of Harrisburg and the Town of Lowville, a distance of 4,721.30 feet to the northeasterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence along the northerly and westerly lines of Walter J. and Doris Kennell, the following two courses and distances:

1. South 76 degrees 08 minutes 56 seconds West a distance of 259.95 feet to a point;
2. South 03 degrees 36 minutes 54 seconds West a distance of 65.55 feet to the northeasterly corner of a parcel conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328;

thence along the northerly lines of Delmar K. Long, the following three courses and distances:

1. South 78 degrees 08 minutes 56 seconds West a distance of 914.72 feet to a point;
2. North 03 degrees 57 minutes 59 seconds East a distance of 702.55 feet to a point on the northerly line of Great Lot 21;
3. North 87 degrees 22 minutes 17 seconds West, along the northerly line of Great Lot 21, a distance of 331.51 feet to the southeasterly corner of a 25-acre parcel conveyed by Christopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220;

thence North 10 degrees 26 minutes 23 seconds East, in part along the easterly line of said 25-acre parcel and in part along the easterly line of a 175.25-acre parcel conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172, a distance of 1,466.82 feet to the southeasterly corner of said 47.54-acre parcel;

thence North 10 degrees 09 minutes 59 seconds East, along the easterly line of said 47.54-acre parcel a distance of 1,092.95 feet to the Point of Beginning.

To contain 132.974 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture to Lauren D. and Debbie R. Zehr by deed dated January 27, 1987 and recorded in the Lewis County Clerk's Office on February 17, 1987 in Liber 478 of Deeds at Page 270.

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).

WNYNO30013 SBL No. 159-1-13.3 (Town of Lowville) Delmar K. Long

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated January 7, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001694, assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018, and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Delmar K. Long and Number Three Wind LLC dated May 29, 2019 and recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019-002786 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 12, said point being on the southerly line of a 45.196-acre parcel conveyed by Dean M. Vogt to Red Sunset Enterprises, Inc. by deed dated July 5, 2001 and recorded in the Lewis County Clerk's Office on July 19, 2001 in Liber 681 of Deeds at Page 263, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,636.59 feet North and 1,080,621.41 feet East;

thence along the southerly and easterly lines of said 45.196-acre parcel, the following seven courses and distances:

1. North 70 degrees 55 minutes 59 seconds East a distance of 156.57 feet to a point;
2. North 75 degrees 30 minutes 59 seconds East a distance of 522.50 feet to a point;
3. South 57 degrees 31 minutes 17 seconds East a distance of 89.73 feet to a point;
4. North 76 degrees 28 minutes 43 seconds East a distance of 214.97 feet to a point;
5. North 12 degrees 48 minutes 17 seconds West a distance of 69.22 feet to a found 3/4-inch iron pipe (extends 1.3 feet above grade);
6. North 75 degrees 30 minutes 59 seconds East a distance of 493.38 feet to a point;
7. North 02 degrees 35 minutes 43 seconds East a distance of 957.70 feet to a 3/4-inch iron pipe (extends 0.4 feet above grade) found on the northerly line of Great Lot 21;
thence South 87 degrees 22 minutes 17 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 21, a distance of 706.83 feet to a point on the southerly line of a parcel conveyed by The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture to Lauren D. and Debbie R. Zehr by deed recorded in the Lewis County Clerk's Office on February 17, 1987 in Liber 478 of Deeds at Page 270;

thence along the southerly line of Lauren D. and Debbie R. Zehr, the following two courses and distances:

1. South 03 degrees 57 minutes 59 seconds West a distance of 702.55 feet to a point;
2. North 73 degrees 48 minutes 23 seconds East a distance of 914.72 feet to the northwesterly corner of a 13 1/3-acre parcel conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Water J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence South 03 degrees 36 minutes 54 seconds West, along the westerly line of said 13 1/3-acre parcel, a distance of 1,950.85 feet to a point on the northerly line of a parcel of land conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence North 86 degrees 22 minutes 44 seconds West, along the northerly line of Walter J. and Doris Kennell, a distance of 2,011.77 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following five courses and distances:

1. North 38 degrees 34 minutes 30 seconds West a distance of 205.29 feet to a point;
2. along a curve deflecting to the left, having a central angle of 02 degrees 39 minutes 11 seconds and a radius of 10,278.00 feet, an arc distance of 475.94 feet to a point (chord: North 39 degrees 54 minutes 06 seconds West, 475.89 feet);

3. North 41 degrees 13 minutes 41 seconds West a distance of 253.25 feet to a point;
4. North 42 degrees 37 minutes 11 seconds West a distance of 155.23 feet to a point;
5. along a curve deflecting to the left, having a central angle of 07 degrees 58 minutes 14 seconds and a radius of 1,427.50 feet, an arc distance of 198.58 feet to the Point of Beginning (chord: North 46 degrees 36 minutes 18 seconds West, 198.42 feet);

To contain 98.360 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328.

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).

WNYNO30015 SBL No. 195.-4-2 (Town of Lowville) Daniel P. O'Brien and Tonya S. O'Brien

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001701, as amended by First Amendment to Lease and Easement Agreement dated December 2, 2017 and recorded in the Lewis County Clerk's Office on September 5, 2018 as Instrument No. 2018-004407, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, and as further amended by Amendment to Lease and Memorandum of Lease dated May 28, 2019 and recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019-002789 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 3, 4, and 9 in Township 10, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 26 (variable width), said point also being the southeasterly corner of a 1.172-acre parcel of land conveyed by Charles J. and Jannette A. O'Brien to Sherry Ann O'Brien by deed dated January 13, 1987 and recorded in the Lewis County Clerk's Office on January 13, 1987 in Liber 477 of Deeds at Page 92, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,717.62 feet North and 1,102,753.02 feet East;

thence along the westerly bounds of New York State Route 26, the following five courses and distances:

1. South 21 degrees 08 minutes 39 seconds East a distance of 629.02 feet to a point;
2. North 68 degrees 51 minutes 22 seconds East a distance of 26.71 feet to a point;
3. South 21 degrees 14 minutes 46 seconds East a distance of 149.97 feet to a point;
4. South 68 degrees 54 minutes 18 seconds West a distance of 27.00 feet to a point;
5. South 21 degrees 05 minutes 42 seconds East a distance of 463.23 feet to the northeasterly corner of a 1.15-acre parcel of land conveyed by Jannette A. O'Brien to Daniel P. O'Brien and Tonya Bush by deed dated February 28, 1990 and recorded in the Lewis County Clerk's Office on March 29, 1990 in Liber 519 of Deeds at Page 141;

thence along the northerly, westerly and southerly lines of said 1.15-acre parcel, the following three courses and distances:

1. South 78 degrees 07 minutes 42 seconds West a distance of 202.62 feet to a point;
2. South 21 degrees 05 minutes 42 seconds East a distance of 250.00 feet to a point;
3. North 78 degrees 07 minutes 42 seconds East a distance of 202.62 feet to a point on the westerly bounds of New York State Route 26;

thence South 21 degrees 05 minutes 42 seconds East, along the westerly bounds of New York State Route 26, a distance of 621.52 feet to the northeasterly corner of a 0.228-acre parcel of land conveyed by Daniel James Skiff to Ashley M.E. Skiff by deed dated March 9, 2016 and recorded in the Lewis County Clerk's Office on March 11, 2016 as Instrument No. 2016-001377;

thence South 79 degrees 15 minutes 27 seconds West, generally with a barbed wire fence and along the northerly line of said 0.288-acre parcel, a distance of 271.62 feet to a 3/4-inch iron pipe (extends 1.2 feet above grade) found at the northwesterly corner of a 0.922-acre parcel conveyed to Ashley M.E. Skiff (Instrument No. 2016-001377);

thence South 20 degrees 56 minutes 50 seconds East, generally with a barbed wire fence and along the westerly line of said 0.922-acre parcel, a distance of 165.85 feet to a 1/2-inch iron pipe (extends 0.7 feet above grade) found on the northerly line of a 39.875-acre parcel of Land conveyed by Mary H. Kempa Demko to MJL Crushing, LLC by deed dated November 7, 2008 and recorded in the Lewis County Clerk's Office on November 7, 2008 as Instrument No. 2008-005594;

thence North 85 degrees 56 minutes 57 seconds West, in part with a barbed wire fence, in part along the northerly line of said 39.875-acre parcel, and in part along the northerly line of a 79.43-acre parcel of land conveyed by Edward J. and Christine M. Chrzanowski to Leo M. and Mary Kempa Demko by deed dated August 21, 1986 and recorded in the Lewis County Clerk's Office on September 26, 1986 in Liber 471 of Deeds at Page 340, a distance of 2,052.24 feet to a point on the easterly line of Stowe Square Lot 10;

thence along the easterly and northerly lines of Stowe Square Lot 10, the following two courses and distances:

1. North 04 degrees 11 minutes 43 seconds East, generally with a barbed wire fence, a distance of 1,000.29 feet to the northeasterly corner of Stowe Square Lot 10;
2. North 85 degrees 48 minutes 44 seconds West, in part with a barbed wire fence, a distance of 714.38 feet to the southeasterly corner of an 8-acre parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2014 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372;

thence North 04 degrees 18 minutes 10 seconds East, in part with a barbed wire fence, in part along the easterly line of said 8-acre parcel, and in part along the easterly line of a parcel of land conveyed by Paul J. and Rebekah L. Ehst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421, a distance of 1,261.61 feet to the southwesterly corner of a parcel of land conveyed by Walter J., Jr. and Nancy J. Beyer to Daniel Beyer by deed dated July 23, 2001 and recorded in the Lewis County Clerk's Office on July 24, 2001 in Liber 681 of Deeds at Page 347;

thence South 85 degrees 26 minutes 50 seconds East, in part with a barbed wire fence and along the southerly line of Daniel Beyer, a distance of 1,614.72 feet to the northwesterly corner of said 1.172-acre parcel;

thence along the westerly and southerly lines of said 1.172-acre parcel, the following two courses and distances:

1. South 20 degrees 56 minutes 50 seconds East a distance of 125.00 feet to a point;
2. South 85 degrees 26 minutes 50 seconds East a distance of 384.87 feet to the Point of Beginning.

To contain 111.208 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 3, 4, and 9 in Township 10, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 26 (variable width), said point also being the southwesterly corner of a 1.193-acre parcel of land conveyed by Charles J. and Jannette A. O'Brien to Sherry Ann O'Brien by deed dated January 13, 1987 and recorded in the Lewis County Clerk's Office on January 13, 1987 in Liber 477 of Deeds at Page 92, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,693.04 feet North and 1,102,891.09 feet East;

thence along the southerly and easterly lines of said 1.193-acre parcel, the following two courses and distances:

1. South 85 degrees 26 minutes 50 seconds East a distance of 345.79 feet to a point;
2. North 20 degrees 56 minutes 50 seconds West a distance of 140.00 feet to a point on the southerly line of a parcel of land conveyed by Walter J., Jr. and Nancy J. Beyer to Daniel Beyer by deed dated July 23, 2001 and recorded in the Lewis County Clerk's Office on July 24, 2001 in Liber 681 of Deeds at Page 347;

thence South 85 degrees 26 minutes 50 seconds East, generally with a barbed wire fence and along the southerly line of Daniel Beyer, a distance of 786.48 feet to a point on the westerly line of a 49.85-acre parcel of land conveyed by Ruth I. Larabee and Glenn R. Larabee to Yancey Combining by deed dated October 1, 2004 and recorded in the Lewis County Clerk's Office on October 22, 2004 as Instrument No. 2004-03532;

thence South 04 degrees 46 minutes 01 seconds West, generally with a barbed wire fence, in part along the westerly line of said 49.85-acre parcel, and along the westerly line of a 49.31-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 3, 2007 as Instrument No. 2007-00678, a distance of 1,258.60 feet to a point on the northerly line of Stowe Square Lot 4;

thence along the northerly and easterly line of Stowe Square Lot 4, the following two courses and distances:

1. South 85 degrees 17 minutes 14 seconds East, in part with a barbed wire fence, a distance of 1,894.32 feet to the northeasterly corner of Stowe Square Lot 4;
2. South 04 degrees 35 minutes 54 seconds West generally with a barbed wire fence, a distance of 1,473.42 feet to a 1/2-inch rebar (extends 0.5 feet above grade) found at the northeasterly corner of a 29.20-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to William J. and Ann M. Becker by deed dated March 2, 2016 and recorded in the Lewis County Clerk's Office on March 2, 2016 as Instrument No. 2016-001200, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.5 feet above grade) found at a distance of 1,349.25 feet;

thence North 84 degrees 31 minutes 48 seconds West, generally with a barbed wire fence and along the northerly line of said 29.20-acre parcel, a distance of 490.19 feet to a 1/2-inch iron pipe (extends 1.1 feet above grade) found on the easterly line of 13.6-acre parcel of land conveyed by Village of Lowville to the County of Lewis by deed dated June 6, 1989 and recorded in the Lewis County Clerk's Office on June 30, 1989 in Liber 510 at Page 252;

thence along the easterly and northerly lines of said 13.6-acre parcel, the following two courses and distances:

1. North 24 degrees 45 minutes 59 seconds West a distance of 236.06 feet to a found 1/2-inch iron pipe (extends 0.4 feet above grade);
2. North 85 degrees 38 minutes 25 seconds West a distance of 558.69 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 1.1 feet above grade) found at the southeasterly corner of a 5.2-acre parcel conveyed by Daniel P. and Tonya S. O'Brien to Backstan Properties, LLC by deed dated October 31, 2017 and recorded in the Lewis County Clerk's Office on November 2, 2017 as Instrument No. 2017-006185;

thence along the easterly and northerly lines of said 5.2-acre parcel, the following two courses and distances:

1. North 23 degrees 42 minutes 11 seconds West a distance of 520.97 feet to a point;
 2. South 89 degrees 41 minutes 32 seconds West a distance of 594.82 feet to a point on the easterly bounds of New York State Route 26;
- thence North 21 degrees 06 minutes 58 seconds West, along the easterly bounds of New York State Route 26, a distance of 2,208.63 feet to the Point of Beginning.

To contain 80.560 acres of land, more or less.

The above-described parcels of land are intended to be a portion of the same premises conveyed by Daniel P. O'Brien to Daniel P. and Tonya S. O'Brien by deed dated September 8, 2006 and recorded in the Lewis County Clerk's Office on September 11, 2006 as Instrument No. 2006-02967.

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).

WNYNO30016 SBL No. 177.-1-14.1 (Town of Lowville) Daniel and Sherry Bever

Wind Lease Agreement of unspecified date between Daniel and Sherry Bever and Invenergy Wind Development LLC, a memorandum of which was executed by Daniel and Sherry Bever and Invenergy Wind Development LLC on March 8, 2016 and recorded March 30, 2016 as Instrument No. 2016-001700, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Daniel Bever and Sherry Bever and Number Three Wind LLC dated May 24, 2019 and recorded June 7, 2019 as Instrument No. 2019-002790, as further amended by Second Amendment to Lease and Memorandum of Lease between Daniel Bever and Sherry Bever and Number Three Wind LLC dated February 13, 2020 and recorded in the Lewis County Clerk's Office on March 6, 2020 as Instrument No. 2020-001123.

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 2, 8, and 9 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of Buell Road (49.5-foot width), said point being at the southwesterly corner of Stowe Square Lot 8, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,395,296.55 feet North and 1,097,050.79 feet East;

thence North 04 degrees 19 minutes 44 seconds East, in part with a barbed wire fence and along the westerly line of Stowe Square Lot 8, a distance of 1,293.52 feet to the southwesterly corner of a 45.46-acre parcel of land conveyed by Allen L. Farney, Jr., Norman J. Farney, Gary L. Farney, David B. Farney and Wanda M. Bellinger to Norman J. and Colleen J. Farney by deed dated November 22, 1985 and recorded in the Lewis County Clerk's Office on December 11, 1985 in Liber 463 of Deeds at Page 292;

thence along the southerly and easterly lines of said 40.46-acre parcel, the following two courses and distances:

1. South 85 degrees 48 minutes 55 seconds East, in part with a barbed wire fence, a distance of 2,208.06 feet to a point;
2. North 04 degrees 03 minutes 46 seconds East a distance of 25.98 feet to the southwesterly corner of a 39.1-acre parcel conveyed to Norman J. and Colleen J. Farney (Liber 463 - Page 292);

thence South 88 degrees 19 minutes 05 seconds East, in part with a barbed wire fence and along the southerly line of said 39.1-acre parcel, a distance of 2,066.99 feet to a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief & McLean" (extends 0.3 feet above grade) found at the northwesterly corner of 3.251-acre parcel of land conveyed by Daniel E. Beyer to Jason L. and Marjorie L. Helmer by deed dated February 4, 2020 and recorded in the Lewis County Clerk's Office on March 6, 2020 as Instrument No. 2020-001124;

thence South 01 degrees 19 minutes 03 seconds East, along the westerly line of said 3.251-acre parcel, a distance of 492.39 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief & McLean" (extends 0.1 feet above grade) found at a distance of 476.98 feet;

thence South 68 degrees 38 minutes 50 seconds West, along the center of Buell Road, a distance of 632.19 feet to the northwesterly corner of a parcel of land conveyed by Walter J., Jr. and Nancy J. Beyer to Daniel Beyer by deed dated July 23, 2001 and recorded in the Lewis County Clerk's Office on July 24, 2001 in Liber 681 of Deeds at Page 347;

thence South 04 degrees 18 minutes 10 seconds West, in part with a barbed wire fence, in part along the westerly line of Daniel Beyer and in part along the westerly line of a parcel of land conveyed by Daniel P. O'Brien to Daniel P. and Tonya S. O'Brien by deed dated September 8, 2006 and recorded in the Lewis County Clerk's Office on September 11, 2006 as Instrument No. 2006-02967, a distance of 2,461.80 feet to the northeasterly corner of an 8-acre parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2002 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372;

thence along the northerly and westerly lines of said 8-acre parcel, the following two courses and distances:

1. North 85 degrees 05 minutes 14 seconds West a distance of 702.61 feet to a point;
2. South 04 degrees 21 minutes 07 seconds West, in part with a barbed wire fence, a distance of 488.40 feet to a point on the southerly line of Stowe Square Lot 9;

thence North 85 degrees 48 minutes 44 seconds West, in part with a barbed wire fence and along the southerly line of Stowe Square Lot 9, a distance of 825.06 feet to the southeasterly corner of a 119.9-acre parcel conveyed by Thomas E. and Margaret G. Schultz to Joseph P. and Susan G. Schultz by deed dated November 5, 2003 and recorded in the Lewis County Clerk's Office on November 6, 2003 as Instrument No. 2003-03644;

thence North 04 degrees 03 minutes 46 seconds East, in part with a barbed wire fence and stonewall and along the easterly line of said 119.9-acre parcel, a distance of 2,308.11 feet to a point in the center of Buell Road;

thence North 86 degrees 10 minutes 37 seconds West, along the center of Buell Road, a distance of 2,214.08 feet to the Point of Beginning.

To contain 193.869 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 Paul J. and Rebekah L. Ehst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421.

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).

WNYNO30032 SBL No. 158.-1-5 (Town of Lowville) Snyder Robert Estate

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated October 24, 2016 and recorded in the Lewis County Clerk's Office on January 25, 2017 as Instrument No. 2017-000471, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Frederick L. Snyder, as Executor of the Estate of Robert L. Snyder and Number Three Wind LLC dated April 11, 2019 and recorded in the Lewis County Clerk's Office on April 2, 2019 as Instrument No. 2019-002020 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 11 and 18 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of Humphrey Road (49.5-foot width), said point being the northeasterly corner of a 10.300-acre parcel of land conveyed by Charles W. and Eileen E. Snyder, and Eugene E. Snyder to Charles W. and Eileen E. Snyder by deed dated September 21, 2015 and recorded in the Lewis County Clerk's Office on September 30, 2015 as Instrument No. 2015-004699, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,936.24 feet North and 1,066,160.68 feet East;

thence along the center of Humphrey Road, the following three courses and distances:

1. North 82 degrees 38 minutes 36 seconds East a distance of 73.70 feet to a point;
2. North 81 degrees 53 minutes 36 seconds East a distance of 921.70 feet to a point;
3. North 82 degrees 31 minutes 28 seconds East a distance of 124.93 feet to the northwesterly corner of a parcel of land conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794;

thence along the westerly line of Emmanuel J. and Dorothy A. Widrick, the following three courses and distances:

1. South 04 degrees 30 minutes 07 seconds West, in part with a barbed wire fence, a distance of 886.47 feet to a point;
2. North 86 degrees 20 minutes 12 seconds West, in part with a barbed wire fence, a distance of 121.85 feet to a point;
3. South 03 degrees 54 minutes 34 seconds West, generally with a barbed wire fence and stonewall, a distance of 2,261.57 feet to a point on the southerly line of Great Lot 11;

thence North 86 degrees 52 minutes 22 seconds West, generally with a barbed wire fence, a distance of 1,257.24 feet to the northwesterly corner of a 138-acre parcel conveyed by Clarence R. and Beulah Y. Widrick to Paul A. and Dawn V. Widrick by deed dated January 1, 2006 and recorded in the Lewis County Clerk's Office on February 23, 2007 as Instrument No. 2007-00604;

thence South 03 degrees 41 minutes 34 seconds West, generally with a barbed wire fence and along the westerly line of said 138-acre parcel, a distance of 1,405.55 feet to a point on the northerly line of a 54.25-acre parcel conveyed by Eugene E. Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 86 degrees 30 minutes 45 seconds West, generally with a barbed wire fence and along the northerly line of said 54.25-acre parcel, a distance of 1,262.70 feet to a point on the westerly line of Great Lot 18;

thence North 04 degrees 03 minutes 02 seconds East, generally with a barbed wire fence and along the westerly line of Great Lot 18, a distance of 1,397.72 feet to the northwesterly corner of Great Lot 18;

thence South 86 degrees 52 minutes 22 seconds East, along the northerly line of Great Lot 18, a distance of 761.82 feet to the southeasterly corner of a 40-acre parcel conveyed by Eugene E. Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 04 degrees 07 minutes 44 seconds East, generally with a barbed wire fence and stonewall, along the easterly line of said 40-acre parcel, and in part along the center of Kelsey Road (49.5-foot width) a distance of 2,277.99 feet to the southwesterly corner of said 10.300-acre parcel;

thence along the southerly and easterly lines of said 10.300-acre parcel, the following two courses and distances:

1. South 86 degrees 20 minutes 12 seconds East, in part with a barbed wire fence, a distance of 761.29 feet to a 3/4-inch iron pipe (extends 0.6-feet above grade), said course passing over a 3/4-inch iron pipe (extends 0.6-feet above grade), found at a distance of 27.13 feet;

2. North 05 degrees 07 minutes 38 seconds East, in part with a barbed wire fence, a distance of 660.36 feet to the Point of Beginning, said course passing over a 3/4-inch iron pipe (extends 0.6-feet above grade) found at a distance of 621.70 feet.

To contain 150.887 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175.

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).

WNYNO30043 SBL No. 176.-2-8 (Town of Lowville) Tobias J. Stoltzfus and Emma D. Stoltzfus

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated December 15, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2017 as Instrument No. 2017-001862, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Keith D. Widrick and Linda R. Widrick and Number Three Wind LLC dated July 12, 2019 and recorded in the Lewis County Clerk's Office on August 29, 2019 as Instrument No. 2019-004448 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 16, 17, and 20 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point also being the southeasterly corner of a 2.40-acre parcel of land conveyed by Jack P., Jr. and Sharon A. Lomeo to Timothy J. Zubrzycki by deed dated September 17, 1998 and recorded in the Lewis County Clerk's Office on September 24, 1998 in Liber 629 of Deeds at Page 58, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,517.81 feet North and 1,087,920.22 feet East;

thence South 33 degrees 25 minutes 00 seconds East, along the westerly bounds of New York State Route 12, a distance of 481.69 feet to a 1/2-inch rebar (0.3 feet below grade) found at the northeasterly corner of a parcel of land conveyed by Lloyd and Clara Roes to Norman D. Roes and Melanie R. Zehr by deed dated January 27, 1989 and recorded in the Lewis County Clerk's Office on June 1, 1990 in Liber 521 of Deeds at Page 281;

thence South 75 degrees 50 minutes 17 seconds West, in part with a barbed wire fence, in part along the northerly line of Norman D. Roes and Melanie R. Zehr, and in part along the northerly line of a parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, a distance of 347.79 feet to a point on the easterly line of Great Lot 16;

thence South 04 degrees 12 minutes 52 seconds West, in part with a barbed wire fence, in part along the easterly line of Great Lot 16, and in part along the easterly line of Great Lot 20, a distance of 824.43 feet to a point in the center of a stream or gulf, said course passing through the southeasterly corner of Great Lot 16 at a distance of 382.71 feet;

thence westerly along the center of said stream or gulf, as it winds and turns, a distance of 1,681.2 feet, more or less, to a point on the southerly line of Great Lot 16, (chord: North 68 degrees 33 minutes 58 seconds West, 1,516.67 feet);

thence North 85 degrees 29 minutes 53 seconds West, in part with a barbed wire fence and along the southerly line of Great Lot 16, a distance of 1,198.87 feet to the southeasterly corner of a parcel of land conveyed by Melvin T. and Norma P. Zehr to Jacob M. and Annie Y. Stoltzfus by deed dated February 25, 2004 and recorded in the Lewis County Clerk's Office on February 26, 2004 as Instrument No. 2004-00615;

thence North 03 degrees 50 minutes 39 seconds East, in part with a barbed wire fence, in part along the easterly line of Jacob M. and Annie Y. Stoltzfus, and in part along the westerly line of a 47.24-acre parcel conveyed by Rexianne Levy to Tobias J. and Emma D. Stoltzfus by deed dated May 27, 2005 and recorded in the Lewis County Clerk's Office on May 27, 2005 as Instrument No. 2005-01665, a distance of 822.85 feet to a point;

thence South 86 degrees 35 minutes 21 seconds East, in part with a barbed wire fence, in part along the southerly line of said 47.24-acre parcel, and in part along the southerly line of said 2.40-acre parcel, a distance of 2,689.08 feet to the Point of Beginning.

To contain 65.041 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Clarence R. and Beulah Y. Widrick to Keith D. and Linda R. Widrick by deed dated December 30, 2008 and recorded in the Lewis County Clerk's Office on January 2, 2009 as Instrument No. 2009-000029.

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).

WNYNO30050 SBL No. 141.-1-2 (Town of Lowville) Robert T. Scoville

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2017 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002460, as assigned by Assignment and Assumption Agreement between Invenegy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, to be amended by that certain Amendment to Lease and Memorandum of Lease, regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 3 and 4 in Township No. 10, and being more precisely described as follows:

Beginning at the intersection of the centerline of New York State Route 12 (variable width) with the division line between the Town of Harrisburg and the Town of Denmark, said point also being the northwesterly corner of a 0.58-acre parcel conveyed by Gilbert J. Zehr and Janet K. Zehr to Andrew D. Moser and Colleen F. Moser by deed dated April 20, 2006 and recorded in the Lewis County Clerk's Office on April 27, 2006 as Instrument No. 2006-001289, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,412,176.37 feet North and 1,065,683.53 feet East;

thence South 39 degrees 00 minutes 12 seconds East, along the centerline of New York State Route 12, a distance of 211.20 feet to the southerly corner of said 0.58-acre parcel;

thence North 52 degrees 50 minutes 54 seconds East, along the southeasterly line of said 0.58-acre parcel, a distance of 233.81 feet to a point on the division line between the Town of Harrisburg and the Town of Denmark, said course passing over the easterly bounds of New York State Route 12 at a distance of 32.52 feet;

thence South 85 degrees 53 minutes 38 seconds East, along the division line between the Town of Harrisburg and the Town of Denmark, a distance of 1,575.11 feet to the northwesterly corner of a 147.0-acre parcel conveyed by Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville, and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867;

thence South 04 degrees 13 minutes 43 seconds West, generally with a remnant barbed wire fence and stonewall, along the westerly line of said 147.0-acre parcel, a distance of 397.10 feet to the northeasterly corner of an 88.75-acre parcel conveyed by Robert T. Scoville to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin by deed dated October 6, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005528;

thence along the northerly and westerly lines of said 88.75-acre parcel, the following four courses and distances:

1. South 76 degrees 49 minutes 25 seconds West, in part with a stonewall and remnant barbed wire fence, a distance of 1,816.32 feet to a point, said course passing over the easterly and westerly bounds of New York State Route 12 at distances of 1,198.75 feet and 1,289.99 feet, respectively;
2. North 26 degrees 44 minutes 53 seconds West a distance of 362.53 feet to a point;
3. South 77 degrees 06 minutes 43 seconds West a distance of 532.79 feet to a found 1/2-inch rebar with a 1-inch diameter orange plastic cap marked " TJ Kovach LS49092" (extends 0.2 feet above grade) found on the westerly line of Great Lot 4;
4. South 04 degrees 51 minutes 54 seconds West, in part with a barbed wire fence, and along the westerly line of Great Lot 4 a distance of 1,515.78 feet to a 3/4-inch iron pipe (extends 0.5 feet above grade) found at the northeasterly corner of a 116.37-acre parcel conveyed by Elias Konstantinou and Prodromos Konstantinou, as co-executors of the Last Will and Testament of George Konstantinou to Elias Konstantinou and Prodromos Konstantinou by deed dated November 10, 2011 and recorded in the Lewis County Clerk's Office on December 5, 2011 as Instrument No. 2011-005944;

thence North 85 degrees 32 minutes 03 seconds West, in part with a barbed wire fence, along the northerly line of said 116.37-acre parcel, a distance of 2,662.87 feet to a 1/2-inch rebar (extends 0.9 feet above grade) found on the easterly line of a 21.55-acre parcel

conveyed by Joseph Waddell to Philip S. and Tammy J. Tanner by deed dated September 18, 1989 and recorded in the Lewis County Clerk's Office on September 19, 1989 in Liber 513 of Deeds at Page 163;

thence North 03 degrees 49 minutes 25 seconds East, in part with a barbed wire fence, in part along the easterly line of said 21.55-acre parcel, in part along the easterly line of a 3-acre parcel conveyed by Howard M. and Shirley A. Beyer to Tug Hill, LLC by deed dated April 27, 2012 and recorded in the Lewis County Clerk's Office on April 30, 2012 as Instrument No. 2012-002075, in part along the easterly line of a 5.14-acre parcel conveyed by Mc Daniels Trading Corporation to Vernon A. and Eugenie Ford by deed dated June 23, 1976 and recorded in the Lewis County Clerk's Office on July 2, 1976 in Liber 366 of Deeds at Page 47, and in part along the easterly line of an 11.27-acre parcel conveyed by David J. Pitti and David S. Purdy to David McMillen by deed dated December 10, 1989 and recorded in the Lewis County Clerk's Office on January 16, 1990 in Liber 517 of Deeds at Page 96, a distance of 2,280.15 feet to a 3/4-inch iron pipe (extends 0.5 feet above grade) found on the division line between the Town of Harrisburg and the Town of Denmark;

thence South 85 degrees 53 minutes 38 seconds East, in part with a barbed wire fence, along the division line between the Town of Harrisburg and the Town of Denmark, a distance of 3,229.54 feet to the Point of Beginning, said course passing over the westerly bounds of New York State Route 12 at a distance of 3,184.34 feet.

Excepting that portion of New York State Route 12, situated within the above-described parcel, containing 1.514 acres of land, more or less.

To contain 176.934 acres of land, more or less, exclusive of New York State Route 12.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Robert T. Scoville and Darlene M. Scoville to Robert T. Scoville by deed dated October 15, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005520.

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).

WNYNO30051 SBL No. 176.-2.52 (Town of Lowville) Thomas Z. Eaves Jr.

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2017 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002459, as assigned by Assignment and Assumption between Invenegy Wind Development LLC and Number Three Wind LLC, dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease dated April 8, 2019 and recorded May 29, 2019 as Instrument No. 2019-002569 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of Willow Grove Road (49.5-foot width), said point also being the southeasterly corner of a parcel of land conveyed by Sandy K. Zehr to Thomas P. and Kate E. Aubin by deed dated August 28, 2015 and recorded in the Lewis County Clerk's Office on August 28, 2015 as Instrument No. 2015-004096, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,201.83 feet North and 1,088,430.38 feet East;

thence along the center of Willow Grove Road, the following two courses and distances:

1. South 04 degrees 29 minutes 08 seconds West a distance of 1,526.29 feet to a point;
2. South 04 degrees 07 minutes 56 seconds West a distance of 160.03 feet to the northeasterly corner of a 48.69-acre parcel of land conveyed by Kirk L. and Patricia J. Herse to Ammon and Rebecca Hertzler, and Aaron Hertzler by deed dated February 8, 2008 and recorded in the Lewis County Clerk's Office on February 12, 2008 as Instrument No. 2008-000591;

thence North 86 degrees 29 minutes 19 seconds West, along the northerly line of said 48.69-acre parcel, a distance of 971.86 feet to a 1/2-inch rebar (extends 0.5 feet above grade) found at the northeasterly corner of a 55-acre parcel conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence North 86 degrees 17 minutes 08 seconds West, along the northerly line of said 55-acre parcel, a distance of 389.09 feet to a 1/2-inch iron pipe (extends 1.4 feet above grade) found at the southeasterly corner of a 60.00-acre parcel to John E. and Sue E. O'Brien (Instrument No. 2005-01064);

thence North 04 degrees 41 minutes 26 seconds East, along the easterly line of said 60.00-acre parcel, a distance of 1,964.02 feet to a point on the easterly line of 66.11-acre parcel conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, said point being South 04 degrees 41 minutes 26 seconds East a distance of 0.24 feet from a found 1/2-inch rebar (extends 0.8 feet above grade);

thence North 81 degrees 36 minutes 39 seconds East, along the easterly line of said 66.11-acre parcel, a distance of 168.68 feet to a found 1-inch iron pin (extends 0.4 feet above grade);

thence South 71 degrees 42 minutes 01 seconds East, in part with the easterly line of said 66.11-acre parcel and along the southerly line of Thomas P. and Kate E. Aubin, a distance of 226.15 feet to a found 1/2-inch rebar (extends 0.9 feet above grade);

thence South 71 degrees 37 minutes 34 seconds East, along the southerly line of Thomas P. and Kate E. Aubin, a distance of 997.90 feet to the Point of Beginning, said course passing over a 5/8-inch rebar (0.1 feet below grade) found at a distance of 977.03 feet.

To contain 57.925 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Daniel R. and Gail A. Klosner to Thomas Z., Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21.

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).

WNYNO30052 SBL No. 159-2-4.1 (Town of Lowville) Thomas Z. Eaves and Audrey J. Eaves

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2017 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002457, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Thomas Z. Eaves, Audrey J. Eaves, and Jerry L. Eaves and Number Three Wind LLC dated May 22, 2019 and recorded in the Lewis County Clerk's Office on May 31, 2019 as Instrument No. 2019-002613, as further amended by Second Amendment to Lease and Memorandum of Lease between Number Three Wind LLC and Thomas Z. Eaves, Audrey J. Eaves, and Jerry L. Eaves dated January 13, 2020 and recorded in the Lewis County Clerk's Office on May 12, 2020 as Instrument No. 2020-001961 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 1, 7, 8 and 14 in Township 11, and being more precisely described as follows:

Beginning at the intersection of the centerline of Delles Road (49.5-foot width), with the northerly line of Great Lot 7, said point also being on the southerly line of a 56.2-acre parcel conveyed by Gary W. and Susan M. Berrus to Thomas Z., Jr. and Nancy J. Eaves by deed dated April 26, 2016 and recorded in the Lewis County Clerk's Office on April 27, 2016 as Instrument No. 2016-002250, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,131.17 feet North and 1,087,480.76 feet East;

thence along the centerline of Delles Road, the following three courses and distances:

1. along a curve deflecting to the right, having a central angle of 07 degrees 19 minutes 38 seconds and a radius of 1,082.00 feet, an arc distance of 138.37 feet to a point (chord: South 21 degrees 19 minutes 52 seconds East, 138.28 feet);
2. South 17 degrees 39 minutes 59 seconds East a distance of 880.35 feet to a point;
3. South 16 degrees 36 minutes 24 seconds East a distance of 102.60 feet to the northeasterly corner of a 25.26-acre parcel of land conveyed by Jerry L. and Sandy K. Eaves to Jerry L. Eaves by deed dated June 14, 2007 and recorded in the Lewis County Clerk's Office on June 15, 2007 as Instrument No. 2007-01945;

thence along the northerly and westerly, lines of said 25.26-acre parcel, the following two courses and distances:

1. North 85 degrees 45 minutes 05 seconds West, in part with a page wire fence, a distance of 966.18 feet to a point;
2. South 02 degrees 46 minutes 44 seconds West, in part with a page wire fence and in part with a barbed wire fence, a distance of 1,078.18 feet to a point;

thence South 86 degrees 22 minutes 32 seconds East, in part with a barbed wire fence, in part along the southerly line of said 25.26-acre parcel, and in part along the southerly line of a 252.30-acre parcel conveyed by Kenneth Gerber to Kenneth C. and Naomi J. Gerber by deed dated September 16, 2016 and recorded in the Lewis County Clerk's Office on September 16, 2016 as Instrument No. 2016-004849, a distance of 1,939.03 feet to a point on the easterly line of Great Lot 7;

thence South 03 degrees 52 minutes 23 seconds West, in part with a barbed wire fence, along the easterly line of Great Lot 7, a distance of 204.18 feet to a point on the southerly line of said 252.30-acre parcel;

thence South 84 degrees 32 minutes 45 seconds East, in part with a barbed wire fence and along the southerly line of said 252.30-acre parcel, a distance of 2,285.13 feet to a point in the center of Hoffman Road (49.5-foot width);

thence along the center of Hoffman Road, the following seven courses and distances:

1. South 05 degrees 48 minutes 49 seconds West a distance of 431.13 feet to a point;
2. South 03 degrees 39 minutes 26 seconds West a distance of 332.68 feet to a point;
3. South 05 degrees 15 minutes 13 seconds West a distance of 288.40 feet to a point;
4. along a curve deflecting to the left, having a central angle of 30 degrees 26 minutes 58 seconds and a radius of 519.00 feet, an arc distance of 275.82 feet to a point (chord: South 09 degrees 58 minutes 16 seconds East, 272.58 feet);
5. South 25 degrees 11 minutes 45 seconds East a distance of 163.08 feet to a point;
6. along a curve deflecting to the right, having a central angle of 08 degrees 53 minutes 29 seconds and a radius of 1,231.00 feet, an arc distance of 191.03 feet to a point (chord: South 20 degrees 45 minutes 00 seconds East, 190.84 feet);
7. South 16 degrees 18 minutes 16 seconds East a distance of 282.26 feet to the northeasterly corner of a 0.96-acre parcel conveyed by Bernard A. and Amelia M. Hill to Asa J. and Pamela L. Holbrook by deed dated December 22, 1978 and recorded in the Lewis County Clerk's Office on January 9, 1979 in Liber 395 of Deeds at Page 202;

thence along the northerly and westerly lines of said 0.96-acre parcel, the following two courses and distances:

1. South 51 degrees 49 minutes 37 seconds West, in part with a barbed wire fence, a distance of 258.80 feet to a point;
2. South 22 degrees 10 minutes 23 seconds East a distance of 220.00 feet to a point in the center of Boshart Road, said courses passing over a 1/2-inch iron pipe (extends 0.4 feet above grade) found at a distance of 174.95 feet;

thence along the center of Boshart Road, the following three courses and distances:

1. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 10 degrees 05 minutes 07 seconds and a radius of 1,253.39 feet, an arc distance of 220.63 feet to a point (chord: South 48 degrees 35 minutes 43 seconds West, 220.34 feet);
2. South 52 degrees 50 minutes 46 seconds West a distance of 1,010.23 feet to a point;
3. South 52 degrees 38 minutes 27 seconds West a distance of 407.03 feet to the northeasterly corner of a parcel of land conveyed by Francis E. Hanno, Mary A. Lyng, Mark K. Hanno, Stephen B. Hanno, Jane M. Ingersoll, Michael J. Hanno, Kurt D. Hanno and Thomas C. Hanno to Mark K. Hanno by deed dated September 23, 2002 and recorded in the Lewis County Clerk's Office on November 20, 2002 as Instrument No. 2002-01950;

thence along the northerly and westerly lines of Mark K. Hanno, the following two courses and distances:

1. North 62 degrees 46 minutes 35 seconds West a distance of 150.40 feet to a point;
2. South 24 degrees 51 minutes 23 seconds West a distance of 116.80 feet to a point in the center of Number Three Road (49.5-foot width);

thence North 61 degrees 40 minutes 34 seconds West, along the center of the Number Three Road, a distance of 1,249.27 feet to the center of Delles Road;

thence North 04 degrees 30 minutes 58 seconds East, along the center of Delles Road, a distance of 384.32 feet to a point on the southerly line of Great Lot 7;

thence North 85 degrees 24 minutes 35 seconds West, along the southerly line of Great Lot 7, a distance of 2,177.71 feet to the southeasterly corner of a 66.22-acre parcel of land conveyed by Edwin J. and Mary Jane Widrick to Lauren D. and Debbie R. Zehr by deed dated April 7, 1989 and recorded in the Lewis County Clerk's Office on April 19, 1989 in Liber 507 of Deeds at Page 343;

thence North 13 degrees 22 minutes 29 seconds East, in part with a barbed wire fence, in part along the easterly line of said 66.22-acre parcel, and in part along the easterly line of a 2.85-acre parcel of land conveyed by Edwin J. and Mary Jane Widrick to La Verne Harold, Sr. and Donna Lee Smith, a distance of 459.04 feet to a point, said course passing over a 1/2-inch rebar (extends 0.7 feet above grade) found at a distance of 12.60 feet and a 1-inch iron pipe (extends 0.8 feet above grade) found at a distance of 116.73 feet;

thence North 30 degrees 07 minutes 29 seconds East, along easterly line of said 2.85-acre parcel, a distance of 235.96 feet to a point in the center of the Number Three Road;

thence North 55 degrees 36 minutes 35 seconds West, along the center of the Number Three Road a distance of 78.25 feet to the southeasterly corner of a 33.36-acre parcel conveyed to Jerry L. Eaves (Instrument No. 2007-01945);

thence along the easterly and northerly lines of said 33.36-acre parcel, the following four courses and distances:

1. North 03 degrees 50 minutes 11 seconds East a distance of 965.40 feet to a point;
2. North 86 degrees 17 minutes 29 seconds West a distance of 172.25 feet to a point;
3. North 03 degrees 39 minutes 31 seconds East, in part with a barbed wire fence, a distance of 1,069.00 feet to the northeasterly corner of said 33.36-acre parcel;
4. North 85 degrees 28 minutes 58 seconds West a distance of 82.59 feet to a 1/2-inch rebar (extends 0.6 feet above grade) found at the southeasterly corner of a 23-acre parcel of land conveyed by Elton and Ruby Martin to Glenn and Virginia Zehr by deed dated October 20, 2000 and recorded in the Lewis County Clerk's Office on December 15, 2000 in Liber 671 of Deeds at Page 56;

thence North 03 degrees 50 minutes 19 seconds East, in part with a barbed wire fence and along the easterly line of said 23-acre parcel, a distance of 2,233.31 feet to a point on the southerly line of said 56.2-acre parcel;

thence South 78 degrees 44 minutes 51 seconds East, along the southerly line of said 56.2-acre parcel, a distance of 968.57 feet to the Point of Beginning.

To contain 345.089 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Thomas Z. Eaves to Thomas Z. and Audrey J. Eaves, and Jerry L. Eaves by deed dated December 4, 2013 and recorded in the Lewis County Clerk's Office on December 10, 2013 as Instrument No. 2013-008214.

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).

EXCEPTING THEREFROM THE FOLLOWING LANDS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Lowville, County of Lewis and State of New York, being a portion of the 57 acre parcel of land described in a Warranty Deed from Thomas Z. Eaves to Thomas Z. Eaves, Audrey J. Eaves and Jerry L. Eaves dated December 4, 2013 and recorded in the Lewis County Clerk's Office on December 10, 2013 as Instrument No. 2013-008214, and said parcel being bounded and described as follows:

BEGINNING at the intersection of the centerline of the present surface of Delles Road with the north boundary of the said 57 acre parcel;

THENCE from said point of beginning, in a southerly direction along the centerline of the present surface of Delles Road, a distance of 500.13' to a point in said centerline located a direct tie of S. 18 deg. 05 min. 23 sec. E. 500.00' feet the point of beginning;

THENCE N. 86 deg. 10 min. 31 sec. W. 27.87' to a set 1/2" rebar;

THENCE continuing N. 86 deg. 10 min, 31 sec. W., a distance of 439.80' to a set 1/2" rebar;

THENCE N. 18 deg. 05 min. 23 sec. W. 500.00' to a ½" rebar set on the North boundary of the said 57 acre parcel;

THENCE S. 86 deg. 10 min. 31 sec. E., along the North boundary of the said 57 acre parcel, a distance of 440.40' to a set 1/2" rebar;

THENCE continuing S. 86 deg. 10 min. 31 sec. E., a distance of 27.26' to the point of beginning.

WNYNO30055 SBL No. 159.-1-9 (Town of Lowville) Lowell Gingerich and Joyce Gingerich

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated July 25, 2017 and recorded in the Lewis County Clerk's Office on August 9, 2018 as Instrument No. 2018-003944, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by First Amendment to Wind Lease Agreement between Number Three Wind Development LLC and Lowell Gingerich and Joyce Gingerich dated December 12, 2020 and recorded in the Lewis County Clerk's Office March 3, 2021 as Instrument No. 2021-001146, further amended by that certain Second Amendment to Lease and Memorandum of Lease recorded September 28, 2021 as Instrument No. 2021-005644, regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 13 and 14 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of the Vary Road (49.5-foot width), said point also being the southeasterly corner of the remainder of a 62.5-acre parcel conveyed by Ralph J. and Martha M. Drelick to Dale E. and Julie M. Kloster by deed dated May 5, 1977 and recorded in the Lewis County Clerk's Office on May 5, 1977 in Liber 374 of Deeds at Page 238, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,129.55 feet North and 1,081,610.75 feet East;

thence along the center of Vary Road, the following four courses and distances:

1. South 47 degrees 08 minutes 51 seconds West a distance of 129.66 feet to a point;
2. South 47 degrees 25 minutes 42 seconds West a distance of 299.65 feet to a point;
3. South 47 degrees 53 minutes 14 seconds West a distance of 578.22 feet to a point;
4. South 48 degrees 08 minutes 56 seconds West a distance of 40.33 feet to the southeasterly corner of a parcel of land conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 17, 2018 and recorded in the Lewis County Clerk's Office on January 18, 2018 as Instrument No. 2018-000326;

thence along the easterly, northerly, and westerly lines of Lowell and Joyce Gingerich (Instrument No. 2018-000326), the following five courses and distances:

1. North 42 degrees 06 minutes 46 seconds West a distance of 76.75 feet to a point;
2. North 48 degrees 06 minutes 49 seconds East a distance of 30.00 feet to a point;
3. North 42 degrees 06 minutes 46 seconds West a distance of 250.00 feet to a point;
4. South 48 degrees 06 minutes 49 seconds West a distance of 124.00 feet to a point;
5. South 42 degrees 06 minutes 46 seconds East a distance of 326.69 feet to a point in the center of Vary Road;

thence South 48 degrees 08 minutes 56 seconds West, along the center of Vary Road, a distance of 837.69 feet to the northeasterly corner of a 62.81-acre parcel conveyed by Cristopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220;

thence North 68 degrees 29 minutes 09 seconds West, generally with a barbed wire fence, along the northerly line of said 62.81-acre parcel, a distance of 2,372.31 feet to a point on the easterly line of a parcel conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence along the easterly line, of Walter J. and Doris Kennell, the following three courses and distances:

1. North 12 degrees 10 minutes 31 seconds East, generally with a barbed wire fence, a distance of 195.65 feet to a point;

2. North 03 degrees 07 minutes 34 seconds East, generally with a barbed wire fence, a distance of 596.04 feet to a point;
3. South 86 degrees 24 minutes 31 seconds East, in part with a barbed wire fence, a distance of 1,257.85 feet to a point;

thence North 04 degrees 06 minutes 21 seconds East, in part with a barbed wire fence, in part along the easterly line of a parcel conveyed by Ronald and Allison Sheldon to Allison and Carolyn Sheldon by deed dated June 12, 1979 and recorded in the Lewis County Clerk's Office on June 12, 1979 in Liber 399 of Deeds at Page 28, a distance of 2,265.64 feet to the northeasterly corner of Great Lot 14;

thence South 85 degrees 48 minutes 54 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 14, a distance of 270.58 feet to a point in the center of Number Three Road (49.5-foot width);

thence South 56 degrees 01 minutes 10 seconds East, along the center of the Number Three Road, a distance of 1,864.58 feet to the northwesterly corner of said 62.5-acre parcel;

thence along the westerly and southerly lines of 62.5-acre parcel the following two courses and distances:

1. South 10 degrees 33 minutes 07 seconds West, generally with a barbed wire fence, a distance of 1085.70 feet to a point;
2. South 56 degrees 06 minutes 21 seconds East a distance of 683.29 feet to the Point of Beginning.

To contain 163.702 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 14 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of the Vary Road (49.5-foot width), said point also being the southwestly corner of the remainder of a 47.54-acre parcel conveyed by Ralph J. and Martha M. Drelick to Dale E. and Julie M. Kloster by deed dated May 5, 1977 and recorded in the Lewis County Clerk's Office on May 5, 1977 in Liber 374 of Deeds at Page 238, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,129.55 feet North and 1,081,610.75 feet East;

thence South 56 degrees 06 minutes 21 seconds East, in part with a barbed wire fence and along the southerly line of said 47.54-acre parcel, a distance of 1,320.00 feet to a point on the westerly line of a 121-acre parcel of land conveyed by Edwin J. and Mary Jane Widrick to Lauren D. and Debbie R. Zehr by deed dated April 7, 1989 and recorded in the Lewis County Clerk's Office on April 19, 1989 in Liber 507 of Deeds at Page 343;

thence South 10 degrees 26 minutes 46 seconds West, in part with a barbed wire fence and along the westerly line of said 121-acre parcel, a distance of 1,332.48 feet to the northeasterly corner of a 25-acre parcel conveyed by Cristopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220;

thence North 72 degrees 53 minutes 07 seconds West, generally with a barbed wire fence and along the northerly line of said 25-acre parcel, a distance of 2,433.98 feet to a point in the center of Vary Road;

thence along the center of Vary Road, the following four courses and distances:

1. North 48 degrees 08 minutes 56 seconds East a distance of 976.57 feet to a point
2. North 47 degrees 53 minutes 14 seconds East a distance of 578.22 feet to a point
3. North 47 degrees 25 minutes 42 seconds East a distance of 299.65 feet to a point
4. North 47 degrees 08 minutes 51 seconds East a distance of 129.66 feet to the Point of Beginning.

To contain 66.017 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172.

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).

WNYNO30010 SBL Nos. 158.-1-4.3; 158.-1-4.4 (Town of Lowville) Charles W. Snyder and Eileen E. Snyder

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated August 11, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000167, as assigned by Assignment and Assumption Agreement dated October 9, 2018 between Invenergy Wind Development LLC and Number Three Wind LLC recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease dated May 30, 2019 between Charles W. Snyder and Eileen E. Snyder, Eugene E. Thesier and Number Three Wind LLC recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019002781, as amended and ratified by that certain Ratification of Agreement and Memorandum of Lease dated October 4, 2021 and recorded in the Lewis County Clerk's Office on October 21, 2021 as Instrument No. 2021-006184, regarding the parcels below:

Parcel 1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 10 and 11 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the centerline of Humphrey Road (49.5-foot width) with the westerly line of Great Lot 11, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,379.30 feet North and 1,064,665.18 feet East;

thence North 05 degrees 19 minutes 26 seconds East, in part with a barbed wire fence and along the westerly line of Great Lot 11, a distance of 1,265.06 feet to a 3/4-inch iron pipe (extends 0.4 feet above grade) found at the northwesterly corner of Great Lot 11;

thence South 86 degrees 00 minutes 01 seconds East, generally with a barbed wire fence and along the northerly line of Great Lot 11, a distance of 1,502.24 feet to the northwesterly corner of a 10-acre parcel conveyed by the Town of Harrisburg to Danny R. and Becky J. Snyder by deed dated October 24, 1997 and recorded in the Lewis County Clerk's Office on November 12, 1997 in Liber 614 of Deeds at Page 85;

thence South 04 degrees 19 minutes 40 seconds West, generally with a barbed wire fence and along the westerly line of said 10-acre parcel, a distance of 1,602.50 feet to a point in the center of Humphrey Road, said course passing over a 3/4-inch iron pipe (extends 0.3 feet above grade) found at a distance of 0.94 feet and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.3-feet above grade), found at a distance of 1,573.48 feet;

thence along the center of Humphrey Road, the following two courses and distances:

1. South 82 degrees 38 minutes 36 seconds West a distance of 671.47 feet to a point;
2. along a curve deflecting to the right, having a central angle of 11 degrees 08 minutes 16 seconds and a radius of 592.00 feet, an arc distance of 115.08 feet to the centerline intersection of Humphrey Road with Kelsey Road (49.5-foot width) (chord: South 88 degrees 12 minutes 44 seconds West, 114.90 feet);

thence South 04 degrees 07 minutes 44 seconds West, in part along the center of Kelsey Road and in part along the westerly line of an 88.53-acre parcel conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175, a distance of 2,798.80 feet to a point on the southerly line of Great Lot 11;

thence North 86 degrees 52 minutes 22 seconds West, in part with a barbed wire fence, in part along the southerly line of Great Lot 11, and in part along the southerly line of Great Lot 10, a distance of 1,574.48 feet to the southeasterly corner of a 50-acre parcel conveyed by David A. Chase to The People of the State of New York by deed dated May 31, 1996 and recorded in the Lewis County Clerk's Office on May 31, 1996 in Liber 595 of Deeds at Page 344;

thence North 04 degrees 07 minutes 44 seconds East, in part with a barbed wire fence, in part along the easterly line of said 50-acre parcel, and in part along the easterly line of a parcel of land conveyed by Donald G. Lortie, Jr. and Kathryn M. Lortie to Tug Hill, LLC. By deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069, a distance of 2,287.63 feet to a point on the southerly line of a parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC. by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256;

thence along the southerly and easterly lines of Tug Hill, LLC. (Instrument No. 2007-01256), the following three courses and distances:

1. South 86 degrees 34 minutes 28 seconds East, generally with a barbed wire fence, a distance of 802.51 feet to a point;
2. North 05 degrees 19 minutes 26 seconds East, generally with a barbed wire fence, a distance of 844.74 feet to a point;

3. South 79 degrees 26 minutes 43 seconds East a distance of 200.41 feet to a point in the center of Humphrey Road;
thence North 42 degrees 14 minutes 29 seconds West, along the center of Humphrey Road, a distance of 270.41 feet to the Point of Beginning.

To contain 151.003 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Eugene E Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125.

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 2

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 11 in Township 10, and being more precisely described as follows:

Beginning at the centerline intersection of Humphrey Road (49.5-foot width) with Kelsey Road (49.5-foot width), said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,846.62 feet North and 1,065,379.43 feet East;

thence along the center of Humphrey Road, the following two courses and distances:

1. along a curve deflecting to the left, having a central angle of 11 degrees 08 minutes 16 seconds and a radius of 592.00 feet, an arc distance of 115.08 feet to a point (chord: North 88 degrees 12 minutes 44 seconds East, 114.90 feet);

2. North 82 degrees 38 minutes 36 seconds East a distance of 671.94 feet to the northwesterly corner of a 19.83-acre parcel conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175;

thence South 05 degrees 07 minutes 38 seconds West, generally with a barbed wire fence and along the westerly line of said 19.83-acre parcel a distance of 660.36 feet to a 3/4-inch iron pipe (extends 0.6-feet above grade) found at the northerly line of an 88.53-acre parcel conveyed to Robert and Eva M. Snyder (Liber 271 - Page 175), passing over a 3/4-inch iron pipe (extends 0.6-feet above grade) found at a distance of 38.66 feet;

thence North 86 degrees 20 minutes 12 seconds West, in part with a barbed wire fence and along the northerly line of said 88.53-acre parcel, a distance of 761.29 feet to a point in the center of Kelsey Road, said course passing over a 3/4-inch iron pipe (extends 0.6 feet above grade) found at a distance of 734.16 feet;

thence North 04 degrees 07 minutes 44 seconds East, along the center of Kelsey Road, a distance of 520.80 feet to the Point of Beginning.

To contain 10.297 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Charles W. and Eileen E. Snyder, and Eugene E. Snyder to Charles W. and Eileen E. Snyder by deed dated September 21, 2015 and recorded in the Lewis County Clerk's Office on September 30, 2015 as Instrument No. 2015-004699.

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).

WNYNO30054 SBL Nos. 141.-1-5.11; 141.-2-2.11 (Town of Lowville) Robert E. Scoville, Judith A. Scoville, Robert T. Scoville, Keith A. Scoville, John P. Scoville, Janet M. Aubin and Janice A. Purcell

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated May 5, 2017 and recorded in the Lewis County Clerk's Office on September 20, 2017 as Instrument No. 2017-005347, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by that certain Amendment to Lease and Memorandum of Lease dated April 16, 2019 and recorded in the Lewis County Clerk's Office on November 11, 2021 as Instrument No. 2021-006403, regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 4 in Township No. 10, and being more precisely described as follows:

Beginning at a point in the southerly bounds of New York State Route 12, said point being the southeasterly corner of a 1.5-acre parcel conveyed by Robert E. and Judith A. Scoville, James P. and Janice A. Purcell, Paul G. and Janet M. Aubin to Paul G. Aubin and Janet M. Aubin by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 in as Instrument No. 2012-005235, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,409,597.96 feet North and 1,067,729.00 feet East;

thence South 39 degrees 00 minutes 31 seconds East, along the southerly bounds of New York State Route 12, a distance of 309.79 feet to the northeasterly corner of a 0.667-acre parcel conveyed by Robert E. and Judith A. Scoville to Thomas P. Aubin and Kate E. Eaves by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 as Instrument No. 2012-005234;

thence South 44 degrees 58 minutes 42 seconds West, along the northerly line of said 0.667-acre parcel, a distance of 420.20 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade);

thence South 08 degrees 42 minutes 12 seconds West, in part along the westerly line of said 0.667-acre parcel, in part along the westerly line of a parcel conveyed by Dennis M. Mastascusa to Thomas P. and Kate E. Aubin by deed dated September 29, 2009 and recorded in the Lewis County Clerk's Office on October 9, 2009 as Instrument No. 2009-005166, in part along the westerly line of a 3.66-acre parcel conveyed by Michael J. Peters to Michael J. and Sharon M. Peters by deed dated July 1988 and recorded in the Lewis County Clerk's Office on July 25, 1988 in Liber 499 of Deeds at Page 46, in part along the westerly line of a 4.66-acre parcel conveyed by Ronald D. Schneider to Scott P. and Bambi L. Riccio by deed dated December 20, 2013 and recorded in the Lewis County Clerk's Office on December 24, 2013 as Instrument No. 2013-008523, in part along the westerly line of a 5.66-acre parcel conveyed by Scott P. and Bambi L. Riccio to Scott J. Robins by deed dated July 18, 2017 and recorded in the Lewis County Clerk's Office on August 31, 2017 as Instrument No. 2017-004956, and in part along the westerly line of a 14.27-acre parcel conveyed by Farm Specialist Realty, Inc. to Donald and Shelley K. Waugh by deed dated May 19, 1976 and recorded in the Lewis County Clerk's Office on June 24, 1976 in Liber 365 of Deeds at Page 218, a distance of 1,621.51 feet to a 3/4-inch iron pipe (extends 0.6 feet above grade) found on the southerly line of Great Lot 4;

thence North 86 degrees 00 minutes 01 seconds West, generally with a barbed wire fence, and along the southerly line of Great Lot 4 a distance of 1,636.83 feet to the southeasterly corner of a 50-acre parcel conveyed by Robert T. and Darlene M. Scoville to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin by deed dated October 6, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005528;

thence North 04 degrees 15 minutes 45 seconds East, generally with a barbed wire fence, along the easterly line of said 50-acre parcel, a distance of 2,286.60 feet to a 3/4-inch iron pipe (extends 2.3 feet above grade) found on the southerly line of an 88.75-acre parcel conveyed to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin (Instrument No. 2010-005528);

thence South 85 degrees 35 minutes 17 seconds East, generally with a barbed wire fence, along the southerly line of said 88.75-acre parcel, a distance of 1,370.74 feet to a point on the westerly line of a 1.773-acre parcel conveyed by Robert E. and Judith A. Scoville, James P. and Janice A. Purcell, Paul G. and Janet M. Aubin to Paul G. and Janet M. Aubin by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 as Instrument No. 2012-005235;

thence South 19 degrees 31 minutes 43 seconds East, along the westerly line of said 1.773-acre parcel, a distance of 172.32 feet to a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade) found at the northwesterly corner of said 1.5-acre parcel;

thence along the westerly and southerly line of said 1.5-acre parcel, the following two courses and distances:

1. South 38 degrees 57 minutes 10 seconds East a distance of 216.61 feet to a point;
2. North 53 degrees 49 minutes 44 seconds East a distance of 309.46 feet to the Point of Beginning.

To contain 89.871 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867.

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 2

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 4 in Township No. 10, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point being the southeasterly corner of a parcel of land conveyed by Ian and Cindy Waugh-Crabtree to Cindy Waugh by deed dated August 27, 2012 and recorded in the Lewis County Clerk's Office on November 25, 2013 as Instrument No. 2013-007981, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,409,366.34 feet North and 1,068,001.56 feet East;

thence along the easterly and northerly lines of Cindy Waugh, the following two courses and distances:

1. North 51 degrees 12 minutes 03 seconds East a distance of 395.00 feet to a point;
2. North 39 degrees 19 minutes 26 seconds West a distance of 1,324.30 feet to a point on the easterly line of an 88.75-acre parcel conveyed by Robert T. Scoville to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin by deed dated October 6, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005528;

thence North 04 degrees 13 minutes 43 seconds East, generally with a barbed wire fence and stonewall, in part along the easterly line of said 88.75-acre parcel, and in part along the easterly line of a 27 1/4-acre parcel conveyed by Robert T. Scoville and Darlene M. Scoville to Robert T. Scoville by deed dated October 15, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005520, a distance of 1,406.20 feet to a point on the division line between the Town of Harrisburg and the Town of Denmark;

thence South 85 degrees 53 minutes 57 seconds East, generally with a barbed wire fence and stonewall, along the division line between the Town of Harrisburg and the Town of Denmark, a distance of 2,442.00 feet to the northeasterly corner of Great Lot 4;

thence South 03 degrees 44 minutes 29 seconds West, along the easterly line of Great Lot 4, a distance of 1,754.77 feet to the most northerly corner of a 16.6-acre parcel conveyed by Grim Ventures, LTD. to Iraj R. Javaherforoush by deed dated November 7, 1975 and recorded in the Lewis County Clerk's Office on November 24, 1975 in Liber 359 of Deeds at Page 278, said point being located South 50 degrees 08 minutes 05 seconds West a distance of 5.79 feet from a found 3/4-inch iron pipe (extends 0.7 feet above grade);

thence South 50 degrees 08 minutes 05 seconds West, along the northerly line of said 16.6-acre parcel, a distance of 964.76 feet to the most easterly corner of a parcel of land conveyed by John P. Scoville to Jonathan M. Aubin by deed dated August 3, 2013 and recorded in the Lewis County Clerk's Office on August 12, 2013 as Instrument No. 2013-005844;

thence along the easterly and northerly lines of Jonathan M. Aubin, the following five courses and distances:

1. North 39 degrees 39 minutes 30 seconds West a distance of 459.89 feet to a found 1/2-inch iron pipe with a 1-inch diameter yellow plastic cap marked "GYMO" (extends 0.4 feet above grade);
2. South 35 degrees 04 minutes 07 seconds West a distance of 329.50 feet to a point;
3. South 37 degrees 19 minutes 52 seconds East a distance of 53.52 feet to a point;
4. South 42 degrees 50 minutes 07 seconds West a distance of 427.48 feet to a point;
5. South 51 degrees 56 minutes 12 seconds West a distance of 231.22 feet to a point on the easterly bounds of New York State Route 12, said point being North 51 degrees 56 minutes 12 seconds East a distance of 6.91 feet from a found 1/2-inch iron pipe (flush with grade);

thence North 39 degrees 00 minutes 31 seconds West, along the easterly bounds of New York State Route 12, a distance of 365.41 feet to the Point of Beginning.

To contain 121.943 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 Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville, and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867.

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).

WNYNO30017 SBL No. 159-2-3 (Town of Lowville) Thomas Z. Eaves, Jr.

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 31, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000169, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Kenneth Gerber and Naomi J. Gerber dated May 28, 2019 and recorded in the Lewis County Clerk's Office June 7, 2019 as Instrument No. 2019-002788 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 2, 7 and 8 in Township 10, and being more precisely described as follows:

Beginning at the centerline intersection of Griffith Road (49.5-foot width) with Hoffman Road (49.5-foot width), said point also being on the westerly line of the remainder of a 224.95-acre parcel of land conveyed by Daniel R. and Gail A. Klosner to Thomas Z. Eaves, Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,407,885.55 feet North and 1,090,521.11 feet East;

thence South 08 degrees 29 minutes 06 seconds West, in part along the center of Hoffman Road, and along the westerly line of said 224.95-acre remainder parcel, a distance of 900.10 feet to a point;

thence South 62 degrees 23 minutes 15 seconds East, along the southerly line of said remainder of 224.95-acre parcel, a distance of 303.01 feet to a point in the center of Hoffman Road;

thence along the center of Hoffman Road, the following eleven courses and distances:

1. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 03 degrees 32 minutes 26 seconds and a radius of 1445.70 feet, an arc distance of 89.34 feet to a default (chord: South 29 degrees 26 minutes 53 seconds East, 89.32 feet);
2. South 27 degrees 41 minutes 45 seconds East a distance of 330.87 feet to a point;
3. South 29 degrees 05 minutes 28 seconds East a distance of 622.45 feet to a point;
4. along a curve deflecting to the right, having a central angle of 36 degrees 06 minutes 30 seconds and a radius of 499.50 feet, an arc distance of 314.79 feet to a point (chord: South 11 degrees 02 minutes 13 seconds East, 309.61 feet);
5. South 07 degrees 03 minutes 17 seconds West a distance of 275.28 feet to a point;
6. South 04 degrees 29 minutes 02 seconds West a distance of 575.97 feet to a point;
7. South 08 degrees 06 minutes 46 seconds West a distance of 159.84 feet to a point;
8. South 06 degrees 25 minutes 34 seconds West a distance of 123.98 feet to a point;
9. South 05 degrees 44 minutes 30 seconds West a distance of 274.24 feet to a point;
10. South 05 degrees 03 minutes 47 seconds West a distance of 556.68 feet to a point;
11. South 05 degrees 48 minutes 49 seconds West a distance of 164.54 feet to the northeasterly corner of a parcel of land conveyed by Thomas Z. Eaves to Thomas Z. and Audrey J. Eaves, and Jerry L. Eaves by deed dated December 4, 2013 and recorded in the Lewis County Clerk's Office on December 10, 2013 as Instrument No. 2013-008214;

thence along the northerly line of Thomas Z. and Audrey J. Eaves, and Jerry L. Eaves, the following three courses and distances:

1. North 84 degrees 32 minutes 45 seconds West, generally with a barbed wire fence, a distance of 2,285.13 feet to a point;
2. North 03 degrees 52 minutes 23 seconds East, in part with a barbed wire fence, a distance of 204.18 feet to a point;

3. North 86 degrees 22 minutes 32 seconds West, in part with a barbed wire fence, a distance of 619.50 feet to a point in the center of Delles Road;

thence along the center of Delles Road, the following five courses and distances:

1. North 15 degrees 12 minutes 54 seconds West a distance of 682.58 feet to a point
2. North 15 degrees 39 minutes 50 seconds West a distance of 367.73 feet to a point
3. North 16 degrees 36 minutes 24 seconds West a distance of 181.93 feet to a point
4. North 17 degrees 39 minutes 59 seconds West a distance of 880.35 feet to a point
5. thence along a curve deflecting to the left, having a central angle of 07 degrees 19 minutes 38 seconds and a radius of 1,082.00 feet, an arc distance of 138.37 feet to a point on the northerly line of Great Lot 7, (chord: North 21 degrees 19 minutes 52 seconds West, 138.28 feet);

thence South 86 degrees 35 minutes 12 seconds East, along the northerly line of Great Lot 7, a distance of 1,411.48 feet to the southwesterly corner of Great Lot 2;

thence North 04 degrees 11 minutes 26 seconds East, in part with a barbed wire fence and stonewall, and along the westerly line of Great Lot 2, a distance of 1,883.64 feet to a point in the center of Griffith Road, said course passing over a 1/2-inch rebar (extends 1.0 feet above ground found at a distance of 1,616.88 feet);

thence along the center of Griffith Road, the following three courses and distances:

1. South 85 degrees 44 minutes 07 seconds East a distance of 113.54 feet to a point
2. South 86 degrees 01 minutes 11 seconds East a distance of 1254.03 feet to a point
3. along a curve deflecting to the left, having a central angle of 54 degrees 12 minutes 46 seconds and a radius of 154.50 feet, an arc distance of 146.19 feet to the Point of Beginning, (chord: North 66 degrees 52 minutes 26 seconds East, 140.79 feet);

To contain 248.268 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Kenneth Gerber to Kenneth C. and Naomi J. Gerber by deed dated September 16, 2016 and recorded in the Lewis County Clerk's Office on September 16, 2016 as Instrument No. 2016-004849.

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).

WNYNO30019 SBL Nos 177.-1-15; 177.-1-20.2 (Town of Lowville) Joseph P. Shultz

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated May 25, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000168, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC, dated October 9, 2018, and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Joseph P. Shultz and Susan G. Shultz and Number Three Wind LLC, dated May 9, 2019, and recorded May 22, 2019 as Instrument No. 2019-002452, to be amended further by that Second Amendment to Lease and Memorandum of Lease, regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 9 and 10 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southwesterly corner of a parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2014 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,854.86 feet North and 1,098,490.92 feet East;

thence along the center of the Number Three Road, the following two courses and distances:

1. North 49 degrees 19 minutes 50 seconds West a distance of 1,539.45 feet to a point;
2. North 49 degrees 12 minutes 04 seconds West a distance of 543.83 feet to a point on the westerly line of Stowe Square Lot 9;

thence North 03 degrees 50 minutes 49 seconds East, along the westerly line of Stowe Square Lot 9, a distance of 2,087.74 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 30.79 feet and passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 2,071.27 feet;

thence South 86 degrees 10 minutes 37 seconds East, along the center of Buell Road, a distance of 2,213.21 feet to the northwesterly corner of a parcel of land conveyed by Paul J. and Rebekah L. Ehst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421;

thence South 04 degrees 03 minutes 46 seconds West, in part with a barbed wire fence, and stonewall and along the westerly line of Daniel E. Beyer, a distance of 2,308.11 feet to a point on the southerly line of Stowe Square Lot 9;

thence North 85 degrees 48 minutes 44 seconds West, along the southerly line of Stowe Square Lot 9, a distance of 296.18 feet to a 1-inch iron pipe (extends 1.1 feet above grade) found at the northwesterly corner of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler;

thence South 17 degrees 00 minutes 54 seconds West, generally with a barbed wire fence and along the westerly line of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler, a distance of 1,059.77 feet to the Point of Beginning.

To contain 135.394 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Thomas E. and Margaret G. Shultz to Joseph P. and Susan G. Shultz by deed dated November 5, 2003 and recorded in the Lewis County Clerk's Office on November 6, 2003 as Instrument No. 2003-03644.

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 2

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lot 15 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southeasterly corner of the remainder of a 37.70-acre parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,665.46 feet North and 1,096,383.12 feet East;

thence North 03 degrees 54 minutes 37 seconds East a distance of 1,674.32 feet to a point in the center of Buell Road (49.5-foot width), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.2 feet above grade) found at a distance of 31.02 feet, and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 1,649.74 feet;

thence South 85 degrees 56 minutes 09 seconds East, along the center of Buell Road, a distance of 555.76 feet to the northeasterly corner of Stowe Square Lot 15;

thence South 03 degrees 50 minutes 49 seconds West, along the easterly line of Stowe Square Lot 15, a distance of 2,087.74 feet to the center of the Number Three Road, said course passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 16.47 feet and passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 2,056.95 feet;

thence North 49 degrees 27 minutes 33 seconds West, along the center of the Number Three Road, a distance of 695.40 feet to the Point of Beginning.

To contain 24.043 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Richard F. and Margaret T. Weller to Joseph P. and Susan G. Schultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873.

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).

WNYNO30005 SBL No. 141.-1-6.21 (Town of Lowville) Christopher J. Aubin

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated June 19, 2018 and recorded in the Lewis County Clerk's Office on August 9, 2018 as Instrument No. 2018-003946, as assigned by Assignment and Assumption Agreement given by Invenergy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Thomas P. Aubin and Kate E. Aubin a/k/a Kate E. Eaves and Number Three Wind LLC dated June 13, 2019 and recorded in the Lewis County Clerk's Office on July 2, 2019 as Instrument No. 2019-003335 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 4 in Township No. 10, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point being the northeasterly corner of a 2.40-acre remainder parcel of land conveyed by Michael J. Peters to Michael J. and Sharon M. Peters by deed dated July 1988 and recorded in the Lewis County Clerk's Office on July 25, 1988 in Liber 499 of Deeds at Page 46, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,409,193.21 feet North and 1,068,056.86 feet East;

thence South 50 degrees 59 minutes 48 seconds West, along the northerly line of said 2.40-acre remainder parcel, a distance of 601.51 feet to a point on the easterly line of a 95-acre parcel of land conveyed by Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville, and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867;

thence along the easterly line of said 95-acre parcel, the following two courses and distances:

1. North 08 degrees 42 minutes 12 seconds East a distance of 248.22 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade);
2. North 44 degrees 58 minutes 42 seconds East a distance of 420.20 feet to a point on the westerly bounds of New York State Route 12, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.3 feet above grade) found at a distance of 413.20 feet;

thence South 39 degrees 00 minutes 31 seconds East, along the westerly bounds of New York State Route 12, a distance of 211.09 feet to the Point of Beginning.

To contain 2.166 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Dennis Mastascusa to Thomas P. Aubin and Kate E. Eaves by deed dated September 29, 2009 and recorded in the Lewis County Clerk's Office on October 9, 2009 as Instrument No. 2009-005166 and the same premises conveyed by Robert E. and Judith A. Scoville to Thomas P. Aubin and Kate E. Eaves by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 as Instrument No. 2012-005234.

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).

WNYNO30070 SBL Nos. 157.00-02-02.100, excluding the portion of the parcel lying to the West of Woodbattle Rd.; 157.00-02-04.000; 158.00-01-01.112; 158.00-01-01.150; 158.00-01-02.000 (Town of Lowville) Tug Hill LLC

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated December 12, 2018 and recorded in the Lewis County Clerk's Office on June 21, 2019 as Instrument No. 2019-003107, and by that certain Memorandum of Wind Energy Lease between Tug Hill LLC and Invenergy Wind Development LLC dated July 9, 2019 and recorded in the Lewis County Clerk's Office on August 20, 2019 as Instrument No. 2019-004275, as assigned by that certain Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC, dated December 1, 2021 and recorded on December 6, 2021 in the Lewis County Clerk's Office as Instrument No. 2021-007204, to be amended by that certain Amendment to Lease and Memorandum of Lease, regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 10 in Township 10, and being more precisely described as follows:

Beginning at a point in the center of Wood Battle Road (49.5-foot width), said point also being the southwesterly corner of the remainder of a 124.62-acre parcel of land conveyed by Catherine Snyder to Jeffery M. Snyder, Shawn E. Snyder, Jennifer L. Snyder Hoganson, Jason H. Snyder, and Brian E. Snyder by deed dated December 31, 1997 and recorded in the Lewis County Clerk's Office on July 29, 1998 in Liber 625 of Deeds at Page 269, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,407,402.01 feet North and 1,059,819.22 feet East,
thence South 86 degrees 07 minutes 54 seconds East, generally with a barbed wire fence and along the southerly line of said 124.62-acre remainder parcel, a distance of 2,362.18 feet to a point on the westerly line of the remainder of a 79.89-acre parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256;

thence South 04 degrees 37 minutes 33 seconds West, generally with a barbed wire fence, in part along the westerly line of said 79.89-acre remainder parcel, and in part along the westerly line of a 30.00-acre parcel of land conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's Office on March 10, 2005 as Instrument No. 2005-00747, a distance of 1,714.03 feet to the northeasterly corner of an 80-acre parcel of land conveyed by Anthony J., Jr. and Ethel M. Petrus to Tug Hill, LLC by deed dated December 29, 2003 and recorded in the Lewis County Clerk's Office on December 30, 2003 as Instrument No. 2003-04292;

thence North 86 degrees 17 minutes 36 seconds West, in part with a barbed wire fence, in part along the northerly line of said 80-acre parcel, and in part along the northerly line of a parcel of land conveyed by the Town of Harrisburg to Francis C. Alexander by deed dated October 24, 1997 and recorded in the Lewis County Clerk's office on October 28, 1997 in Liber 613 of Deeds at Page 153, a distance of 2,559.90 feet to a point in the center of Wood Battle Road;

thence North 04 degrees 45 minutes 22 seconds East, along the center of Wood Battle Road, a distance of 110.00 feet to the southwesterly corner of a parcel of land conveyed by Warner and Martha St. Louis to Tug Hill, LLC by deed dated October 10, 2003 and recorded in the Lewis County Clerk's Office on October 14, 2003 as Instrument No. 2003-03306;

thence along the southerly, easterly and northerly lines of Tug Hill, LLC (Instrument No. 2003-03306), the following three courses and distances:

1. South 86 degrees 17 minutes 36 seconds East a distance of 150.00 feet to a point;
2. North 04 degrees 45 minutes 22 seconds East a distance of 150.00 feet to a point;
3. North 86 degrees 17 minutes 36 seconds West a distance of 150.00 feet to a point in the center of Wood Battle Road;

thence along the center of Wood Battle Road, the following four courses and distances:

1. North 04 degrees 45 minutes 22 seconds East a distance of 511.90 feet to a point;
2. along a curve deflecting to the right, having a central angle of 13 degrees 06 minutes 43 seconds and a radius of 1,506.75 feet, an arc distance of 344.82 feet to a point (chord: North 11 degrees 18 minutes 44 seconds East, 344.07 feet);
3. North 17 degrees 52 minutes 06 seconds East a distance of 222.85 feet to a point;
4. North 19 degrees 32 minutes 15 seconds East a distance of 407.03 feet to the Point of Beginning;

To contain 98.636-acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Raymond M. Durr, Esq. to Tug Hill, LLC by deed dated July 22, 2003 and recorded in the Lewis County Clerk's Office on August 5, 2003 as Instrument No. 2003-02410.

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 3

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 10 and 11 in Township 10, and being more precisely described as follows:

Beginning at a point in the center of Humphrey Road (49.5-foot width), said point also being the northeasterly corner of a parcel of land conveyed by Randy and Lindsay A. Nicol to Frederick L. and Ann R. Snyder by deed dated May 23, 1989 and recorded in the Lewis County Clerk's Office on June 6, 1989 in Liber 509 of Deeds at Page 168, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,389.03 feet North and 1,064,656.35 feet East;

thence South 42 degrees 14 minutes 29 seconds East, along the center of Humphrey Road, a distance of 283.55 feet to a point on the westerly line of a parcel of land conveyed by Eugene E. Theiser to Charles W. and Eileen E. Snyder by deed dated January 1, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 79 degrees 26 minutes 43 seconds West, along the westerly line of Charles W. and Eileen E. Snyder, a distance of 200.41 feet to a point on the easterly line of Great Lot 10;

thence South 05 degrees 19 minutes 26 seconds West, generally with a barbed wire fence and stonewall, and along the easterly line of Great Lot 10, a distance of 844.74 feet to the northeasterly corner of a 40-acre parcel of land conveyed to Charles W. and Eileen E. Snyder (Instrument No. 2013-001125);

thence North 86 degrees 34 minutes 28 seconds West, generally with a barbed wire fence, in part along the northerly line of said 40-acre parcel, and in part along the northerly line of a 21.3-acre parcel of land conveyed by Donald G., Jr. and Kathryn M. Lortie to Tug Hill, LLC by deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069, a distance of 1,700.13 feet to a point on the easterly line of a 30-acre parcel of land conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's Office on March 10, 2005 as Instrument No. 2005-00747;

thence along the easterly and northerly line of said 30.0-acre parcel, the following two courses and distances:

1. North 04 degrees 11 minutes 32 seconds East a distance of 517.42 feet to a point;
2. North 85 degrees 53 minutes 44 seconds West a distance of 834.75 feet to a point on the easterly line of a 220-acre parcel of land conveyed by Raymond M. Durr, Esq. to Tug Hill, LLC by deed dated July 22, 2003 and recorded in the Lewis County Clerk's Office on August 5, 2003 as Instrument No. 2003-02410;

thence North 04 degrees 37 minutes 33 seconds East, generally with a barbed wire fence, in part along the easterly line of said 220-acre parcel, and in part along the easterly line of the remainder of a 124.62-acre parcel of land conveyed by Catherine Snyder to Jeffery M. Snyder, Shawn E. Snyder, Jennifer L. Snyder Hoganson, Jason H. Snyder, and Brian E. Snyder by deed dated December 31, 1997 and recorded in the Lewis County Clerk's Office on July 29, 1998 in Liber 625 of Deeds at Page 269, a distance of 1,272.76 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.5 feet above grade) found at the southwesterly corner of a 13.31-acre parcel of land conveyed by Randy G. Nicol to Randy G. and Betsy M. Nicol by deed dated May 10, 1996 and recorded in the Lewis County Clerk's Office on May 16, 1996 in Liber 595 of Deeds at Page 185;

thence South 72 degrees 39 minutes 04 seconds East, along the southerly line of said 13.31-acre parcel, a distance of 195.08 feet to a 1/2-inch iron pin (extends 0.4 feet above grade) found on the westerly line of a 37.85-acre parcel of land conveyed by Randy G. Nicol to Scott L. and Susan E. Nicol by deed dated June 15, 1990 and recorded in the Lewis County Clerk's Office on July 17, 1990 in Liber 523 of Deeds at Page 94;

thence along the westerly, southerly and easterly lines of said 37.85-acre parcel, the following six courses and distances:

1. South 06 degrees 30 minutes 00 seconds West a distance of 556.57 feet to a found 1/2-inch iron pin (extends 0.7 feet above grade);
2. South 46 degrees 08 minutes 24 seconds East a distance of 377.13 feet to a point;
3. South 51 degrees 23 minutes 48 seconds East a distance of 124.13 feet to a found 1/2-inch iron pin (extends 0.4 feet above grade);
4. North 56 degrees 44 minutes 27 seconds East a distance of 127.87 feet to a found 1/2-inch iron pin (extends 0.5 feet above grade);
5. South 88 degrees 41 minutes 39 seconds East a distance of 1,285.64 feet to a found 1/2-inch iron pin (extends 0.7 feet above grade);
6. North 06 degrees 53 minutes 42 seconds East, in part with a barbed wire fence, a distance of 261.03 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.9 feet above grade) found at the southwesterly corner of Frederick L. and Ann R. Snyder (Liber 509 - Page 168);

thence along the southerly and easterly lines of Frederick L. and Ann R. Snyder, the following two courses and distances:

1. South 58 degrees 38 minutes 57 seconds East a distance of 604.44 feet to a point;
2. North 52 degrees 07 minutes 39 seconds East a distance of 53.36 feet to the Point of Beginning.

To contain 53.091 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 Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256.

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 4

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 10 in Township 10, and being more precisely described as follows:

Commencing at a point in the center of Wood Battle Road (49.5-foot width), said point being on the southerly line of a 220-acre parcel of land conveyed by Raymond M. Durr, Esq. to Tug Hill, LLC by deed dated July 22, 2003 and recorded in the Lewis County Clerk's office on August 5, 2003 as Instrument No. 2003-02410, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,699.70 feet North and 1,059,483.23 feet East;

thence along the southerly and easterly line of said 220-acre parcel, the following two courses and distances:

1. South 86 degrees 17 minutes 36 seconds East a distance of 2,559.90 feet to a point;
2. North 04 degrees 37 minutes 33 seconds East a distance of 519.58 feet to the southwesterly corner of the remainder of a 79.89-acre parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,052.09 feet North and 1,062,079.68 feet East, said point also being the Point of Beginning;

thence South 85 degrees 53 minutes 44 seconds East, along the southerly line of said 79.89-acre remainder parcel, a distance of 834.75 feet to a point;

thence South 04 degrees 11 minutes 32 seconds West, in part with a barbed wire fence, in part along the southerly line of said 79.89-acre remainder parcel, and in part along the westerly line of a 21.3-acre parcel of land conveyed by Donald G., Jr. and Kathryn M Lortie to Tug Hill, LLC by deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069, a distance of 1,552.04 feet to a 1/2-inch rebar (extends 0.3 feet above grade) found on the northerly line of a 50-acre parcel of land conveyed by David A. Chase to the People of the State of New York by deed dated May 31, 1996 and recorded in the Lewis County Clerk's Office on May 31, 1996 in Liber 595 of Deeds at Page 344;

thence North 85 degrees 53 minutes 39 seconds West, generally with a barbed wire fence and along the northerly line of said 50-acre parcel, a distance of 846.50 feet to a 1/2-inch rebar (extends 0.6 feet above grade) found on the easterly line of an 80-acre parcel of land conveyed by Anthony J., Jr. and Ethel M. Petrus to Tug Hill, LLC by deed dated December 29, 2003 and recorded in the Lewis County Clerk's Office on December 30, 2003 as Instrument No. 2003-04292;

thence North 04 degrees 37 minutes 33 seconds East, in part with a barbed wire fence, in part along the easterly line of said 80-acre parcel, and in part along the easterly line of said 220-acre parcel, a distance of 1,552.08 feet to the Point of Beginning.

To contain 29.951 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's Office on March 10, 2005 as Instrument No. 2005-00747.

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 5

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 10 in Township 10, and being more precisely described as follows:

Commencing at the intersection of the center of Humphrey Road (49.5-foot width) with the easterly line of Great Lot 10, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,379.30 feet North and 1,064,665.18 feet East;

thence South 05 degrees 19 minutes 26 seconds West, along the easterly line of Great Lot 10, a distance of 1,008.93 feet to the northeasterly corner of a 40-acre parcel of land conveyed by Eugene E. Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 86 degrees 34 minutes 28 seconds West, along the northerly line of said 40-acre parcel, a distance of 802.51 feet to the northwesterly corner of said 40-acre parcel, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,422.67 feet North and 1,063,770.48 feet East, said point also being the Point of Beginning;

thence South 04 degrees 07 minutes 44 seconds West, in part with a barbed wire fence and along the westerly line of said 40-acre parcel, a distance of 1,045.27 feet to the northeasterly corner of a 50-acre parcel of land conveyed by David A. Chase to the People of the State of New York by deed dated May 31, 1996 and recorded in the Lewis County Clerk's office on May 31, 2016 in Liber 595 of Deeds at Page 344;

thence North 85 degrees 53 minutes 39 seconds West, in part with a barbed wire fence and along the northerly line of said 50-acre parcel, a distance of 898.69 feet to a 1/2-inch rebar (extends 0.3 feet above grade) found at the southeasterly corner of a 30-acre parcel of land conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's office on March 10, 2005 as Instrument No. 2005-00747;

thence North 04 degrees 11 minutes 32 seconds East, generally with a barbed wire fence and along the easterly line of said 30-acre parcel, a distance of 1,034.62 feet to a point on the southerly line of the remainder of a 79.89-acre parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256;

thence South 86 degrees 34 minutes 28 seconds East, in part with a barbed wire fence, in part along the southerly line of said 79.89-acre remainder parcel, and in part along the southerly line of the remainder of a 79.14-acre parcel conveyed to Tug Hill, LLC (Instrument No. 2007-01256), a distance of 897.62 feet to the Point of Beginning.

To contain 21.442 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Donald G., Jr. and Kathryn M. Lortie to Tug Hill, LLC by deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069.

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).

Schedule C

Description of Easement Parcels

Various easement interests held by the Company in certain parcels of land (the "Easement Parcels") located in the Town of Lowville, County of Lewis, New York, said Easement Parcels being more particularly described below, together with any improvements now or hereafter located on the [Easement Parcels]:

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

WNYNO30020 SBL Nos. 196.-1-31.11, 195.00-03-04.000 (Town of Lowville) Earl M. Nolt, Verna M. Nolt, Earl Mervin Nolt, and Marita D. Nolt

Easement Agreement between Earl Mervin and Marita D. Nolt and Number Three Wind LLC to be recorded in the Lewis County Clerk's Office (Parcel 1).

Easement Agreement dated June 3, 2016 between Earl M. and Verna Nolt and Invenergy Wind Development LLC, as amended by that certain First Amendment to Lease and Easement Agreement between Number Three Wind Development LLC and Earl M. and Verna Nolt dated February 22, 2021, as assigned by that certain Assignment and Assumption Agreement dated November 18, 2021 and recorded November 30, 2021 as Instrument No. 2021-007079, to be further amended by that certain Memorandum of Easement between Number Three Wind Development LLC and Earl M. and Verna Nolt (Parcel 3).

Parcel 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 22 and 23 in Township 11, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 812, said point also being on the northerly line of a 3.79-acre parcel of land conveyed by Herbert D. and Minnie Fairchild to the Town of Lowville by deed dated March 25, 1921 and recorded in the Lewis County Clerk's Office on May 5, 1921 in Liber 138 of Deeds at Page 273, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,387,820.92 feet North and 1,109,998.63 feet East;

thence along the southerly bounds of New York State Route 812, the following five courses and distances:

1. North 13 degrees 45 minutes 51 seconds East a distance of 102.72 feet to a point;
2. North 50 degrees 11 minutes 19 seconds East a distance of 188.84 feet to a point;
3. North 38 degrees 10 minutes 23 seconds East a distance of 121.44 feet to a point;
4. North 52 degrees 16 minutes 23 seconds East a distance of 339.17 feet to a point;
5. North 72 degrees 38 minutes 56 seconds East a distance of 1,270.52 feet to the northwesterly corner of a 1.05-acre parcel of land conveyed by John F. Hellinger, Jr. to Thomas S. and Carol A. Ewing by deed dated July 5, 1974 and recorded in the Lewis County Clerk's Office on July 11, 1974 in Liber 345 of Deeds at Page 246;

thence along the westerly, southerly, and easterly lines of said 1.05-acre parcel, the following three courses and distance:

1. South 04 degrees 52 minutes 10 seconds West a distance of 228.25 feet to a point;
2. North 67 degrees 40 minutes 10 seconds East a distance of 217.00 feet to a point;
3. North 08 degrees 12 minutes 50 seconds West a distance of 75.00 feet to the southwestly corner of a 1/2-acre parcel conveyed by Reginald J. Hulbert Sr. to Reginald J., Jr. and Tammie J. Hulbert by deed dated December 12, 1991 and recorded in the Lewis County Clerk's office on December 17, 1991 in Liber 543 of Deeds at Page 299;

thence North 73 degrees 47 minutes 10 seconds East, in part along the southerly line of said 1/2-acre parcel and in part along the southerly line of two parcels of land conveyed by Marie B. Walters to Gerald S. Walters by deed dated September 30, 1994 and recorded in the Lewis County Clerk's Office on October 3, 1994 in Liber 576 of Deeds at Page 70, a distance of 416.75 feet to a point on the westerly line of a 1 1/4-acre parcel of land conveyed by Leo and Irene Walters to Gerald S. Walters by deed dated February 15, 2008 and recorded in the Lewis County Clerk's Office on April 18, 2008 as Instrument No. 2008-001862;

thence along the westerly and southerly lines of said 1 1/4-acre parcel, the following two courses and distances:

1. South 12 degrees 32 minutes 24 seconds East a distance of 32.70 feet to a point;
2. North 73 degrees 47 minutes 10 seconds East a distance of 121.70 feet to a point on the westerly line of a 2.35-acre parcel conveyed by Judy Ann Munger to Christopher R. LaComb, Jr. by deed dated March 13, 2017 and recorded in the Lewis County Clerk's Office on March 31, 2017 as Instrument No. 2017-001888;

thence along the westerly and easterly lines of said 2.35-acre parcel, the following two courses and distances:

1. South 32 degrees 20 minutes 50 seconds East a distance of 482.42 feet to a point;
2. North 01 degrees 57 minutes 08 seconds East a distance of 412.70 feet to the southwesterly corner of a 1.64-acre parcel conveyed by Jeffrey S. Hulbert and Nicole L. Hills to Jeffrey S. and Jennifer S. Hulbert by deed dated April 10, 2006 and recorded in the Lewis County Clerk's Office on April 17, 2006 as Instrument No. 2006-01178;

thence along the southerly and easterly lines of said 1.64-acre parcel, the following two courses and distances:

1. South 79 degrees 41 minutes 06 seconds East a distance of 225.00 feet to a point;
2. North 03 degrees 34 minutes 50 seconds East a distance of 146.42 feet to the southwesterly corner of a parcel of land conveyed by Gary D. and Brenda J. Terry to Lee M. Terry and Christina L. Flint by deed dated May 19, 2016 and recorded in the Lewis County Clerk's office on June 9, 2016 as Instrument No. 2016-003012;

thence North 88 degrees 33 minutes 54 seconds East, in part along the southerly line of Lee M. Terry and Christina L. Flint and in part along the southerly line of a parcel of land conveyed by Elwin J. and Mary R. Wooschlagger to V. S. Virkler and Son, Inc. by deed dated March 8, 1982 and recorded in the Lewis County Clerk's Office on December 21, 1983 in Liber 441 of Deeds at Page 41, a distance of 276.62 feet to the northwesterly corner of a 1.000-acre parcel of land conveyed by V. S. Virkler & Son, Inc. to Charles S. Perkins by deed dated September 21, 1995 and recorded in the Lewis County Clerk's Office on October 3, 1995 in Liber 588 of Deeds at Page 209, said course passing over a 1/2-inch iron pipe (extends 0.1 feet above grade) found at a distance of 156.15 feet;

thence along the westerly line of said 1.000-acre parcel, the following two courses and distances:

1. South 34 degrees 09 minutes 15 seconds East a distance of 23.38 feet to a found 1 1/2-inch iron pipe (extends 0.2 feet above grade);
2. South 65 degrees 03 minutes 14 seconds East a distance of 31.28 feet to a found 1 1/2-inch iron pipe (extends 1.0 feet above grade);

thence South 10 degrees 24 minutes 59 seconds East, in part along the westerly line of said 1.000-acre parcel and in part along the westerly line of a 1.967-acre parcel of land conveyed by V.S. Virkler & Sons, Inc. to Charles S. Perkins by deed dated September 21, 1995 and recorded in the Lewis County Clerk's Office on October 3, 1995 in Liber 588 of Deeds at Page 207, a distance of 376.11 feet to a point on the northerly line of a 3.29-acre parcel conveyed by the County of Lewis to Earl M. Nolt by deed dated May 26, 2010 and recorded in the Lewis County Clerk's Office on June 3, 2010 as Instrument No. 2010-002960, said point being located North 10 degrees 24 minutes 59 seconds West a distance of 0.39 feet from a found 1 1/2-inch iron pipe (extends 0.1 feet above grade);

thence along the northerly and westerly lines of said 3.29-acre parcel, the following two courses and distances:

1. South 88 degrees 56 minutes 50 seconds West a distance of 117.35 feet to a point, said point being located North 12 degrees 36 minutes 54 seconds East a distance of 0.16 feet from a found 3/4-inch iron pipe (extends 3.5 feet above grade);
2. South 17 degrees 43 minutes 01 seconds East a distance of 344.77 feet to a 1-inch iron pipe (extends 0.5 feet above grade) found at the northwesterly corner of a parcel of land conveyed by Madalene R. Mackey to Dennis T. Crouse, Terry M. Crouse, Richard E. Crouse, Candy L. Haggerty and Lori S. Darling by deed dated April 11, 2001 and recorded in the Lewis County Clerk's Office on April 11, 2001 in Liber 676 of Deeds at Page 135;

thence along the westerly and southerly line of Dennis T. Crouse, Terry M. Crouse, Richard E. Crouse, Candy L. Haggerty and Lori S. Darling, the following two courses and distances:

1. South 18 degrees 48 minutes 11 seconds East a distance of 55.77 feet to a found 1-inch iron pipe (extends 2.5 feet above grade);

2. North 88 degrees 56 minutes 53 seconds East a distance of 139.39 feet to a 1-inch iron pipe (extends 0.2 feet above grade) found at the northwesterly corner of a 0.58-acre parcel conveyed by Madalene R. Mackey to Dennis T. Crouse, Terry M. Crouse, Richard E. Crouse, Candy L. Haggerty and Lori S. Darling by deed dated April 11, 2001 and recorded in the Lewis County Clerk's Office on April 11, 2001 in Liber 676 of Deeds at Page 69;

thence South 15 degrees 17 minutes 42 seconds East, in part along the westerly line of said 0.58-acre parcel and in part along the westerly line of a parcel of land conveyed by Dorrance C. and Anne M. Martin to Anne M. Martin, Dorrance C. Martin and Carrie S. Martin, as Trustees of The Martin Family Revocable Trust by deed dated October 16, 2013 and recorded in the Lewis County Clerk's Office on November 12, 2013 as Instrument No. 2013-007709, a distance of 267.79 feet to a point, said course passing over a 1-inch iron pipe (0.2 feet below grade) found at a distance of 122.95 feet;

thence North 85 degrees 28 minutes 57 seconds East, along the southerly line of Anne M. Martin, Dorrance C. Martin and Carrie S. Martin, as Trustees of The Martin Family Revocable Trust, a distance of 202.46 feet to 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (0.1 feet below grade) found at the northwesterly corner of a 0.67-acre parcel of land conveyed by Keith R. and Summer L. Haggerty to Janet E. Lell by deed dated November 25, 2009 and recorded in the Lewis County Clerk's Office on December 3, 2009 as Instrument No. 2009-006111;

thence South 28 degrees 42 minutes 55 seconds East, along the westerly line of said 0.67-acre parcel, a distance of 244.19 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (flush with grade) found at the northwesterly corner of a parcel of land conveyed by the County of Lewis to Loren and Candy Haggerty by deed dated April 22, 2008 and recorded in the Lewis County Clerk's Office on April 23, 2008 as Instrument No. 2008-001972;

thence South 15 degrees 52 minutes 11 seconds East, in part along the westerly line of Loren and Candy Haggerty, in part along the westerly line of a parcel of land conveyed by Curtis E. Conklin to June Ann Grunert by deed dated August 7, 2017 and recorded in the Lewis County Clerk's Office on August 17, 2017 as Instrument No. 2017-004686, and in part along the westerly line of a 1.5-acre parcel conveyed by Reginald J. Hulbert to Reginald J., Sr. and Helen F. Hulbert by deed dated November 13, 2015 and recorded in the Lewis County Clerk's Office on November 17, 2015 as Instrument No. 2015-005569, a distance of 276.83 feet to a 1/2-inch iron pipe (flush with grade) found on the northerly line of a 46.90-acre parcel of land conveyed by Kenneth J. and Belva M. Zehr to Michael J. and Cora Zehr by deed dated February 12, 1996 and recorded in the Lewis County Clerk's office on February 13, 1996 in Liber 592 of Deeds at Page 205;

thence along the northerly and westerly lines of said 46.90-acre parcel, the following two courses and distances:

1. North 87 degrees 17 minutes 56 seconds West a distance of 615.25 feet to a point;
2. South 28 degrees 32 minutes 39 seconds East, in part with a barbed wire fence and stonewall, a distance of 2,107.38 feet to the northerly line of a 40-acre parcel of land conveyed by Varner M. Lyman and Viola R. Lyman to Francis E., Jr. and Barbara A. Hanno by deed dated April 7, 1972 and recorded in the Lewis County Clerk's Office on April 7, 1972 in Liber 320 of Deeds at Page 508;

thence North 86 degrees 03 minutes 05 seconds West, in part with a barbed wire fence, in part along the northerly line of said 40-acre parcel, and in part along the northerly line of a 12.5-acre parcel of land conveyed to Francis E., Jr. and Barbara A. Hanno (Liber 320 - Page 508), a distance of 1,564.07 feet to a point on the easterly line of a 56.72-acre parcel conveyed by Harry P. O'Connor to Harry P. and Donna L. O'Connor by deed dated December 28, 1979 and recorded in the Lewis County Clerk's Office on December 31, 1979 in Liber 405 of Deeds at Page 105;

thence along the easterly and northerly lines of said 56.72-acre parcel, the following two courses and distances:

1. North 02 degrees 30 minutes 40 seconds East a distance of 928.90 feet to a point;
2. North 86 degrees 24 minutes 55 seconds West, in part with a barbed wire fence, a distance of 1,729.04 feet to the southeasterly corner of a 14.85-acre parcel conveyed by the Town of Lowville to Hoch Bros., Inc. by deed dated February 20, 1970 and recorded in the Lewis County Clerk's Office on May 19, 1970 in Liber 310 of Deeds at Page 307;

thence North 38 degrees 48 minutes 02 seconds West, in part with a barbed wire fence, in part along the easterly line of said 14.85-acre parcel, and in part along the easterly line of a 2.75-acre parcel (Liber 310 - Page 309), a 2.5-acre parcel (Liber 191 - Page 27), and said 3.79-acre parcel (Liber 138 - Page 273) conveyed to the Town of Lowville, a distance of 1,324.62 feet to a point, said course passing over a 1-inch iron pipe (extends 1.5 feet above grade) found at a distance of 713.48 feet;

thence along the northerly line of said 3.79-acre parcel (Liber 138 - Page 273), the following four courses and distances:

1. North 24 degrees 18 minutes 02 seconds West a distance of 21.12 feet to a point;

2. North 62 degrees 48 minutes 02 seconds West a distance of 66.00 feet to a point;
3. North 75 degrees 48 minutes 02 seconds West a distance of 130.68 feet to a point;
4. North 86 degrees 18 minutes 02 seconds West a distance of 42.49 feet to the Point of Beginning.

To contain 166.444-acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Pamela Hellinger Judd to Earl M. and Verna L. Nolt by deed dated June 21, 1976 and recorded in the Lewis County Clerk's Office on June 21, 1976 in Liber 365 of Deeds at Page 180.

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).

EXCEPTING THEREFROM THE FOLLOWING LANDS:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 23 in Township No. 11, and being more precisely described as follows:

Beginning at a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates - Canton, NY" (hereinafter referred to as a 5/8-inch rebar) set on the reputed northerly bounds of the Niagara Mohawk Power Corporation Taylorville - Boonville Electric Transmission Line Easement (100-foot width), said rebar being 50 feet distant northerly measured at right angles from the centerline of said Taylorville - Boonville Electric Transmission Line, said rebar also being North 10 degrees 53 minutes 24 seconds East a distance of 86.1 feet from the northwesterly corner of steel transmission line Structure No. 102, said rebar having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,132.43 feet North and 1,112,616.42 feet East;

thence through a parcel of land conveyed by Earl M. and Verna M. Nolt to Earl Mervin and Marita D. Nolt by deed dated August 22, 2017 and recorded in the Lewis County Clerk's Office on August 22, 2017 as Instrument No. 2017-004788, the following three courses and distances:

1. South 50 degrees 43 minutes 21 seconds East a distance of 500.00 feet to a set 5/8-inch rebar;
2. South 39 degrees 16 minutes 26 seconds West a distance of 1,000.00 feet to a set 5/8-inch rebar;
3. North 50 degrees 43 minutes 21 seconds West a distance of 500.00 feet to a 5/8-inch rebar set on the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, said rebar being 50 feet distant northerly, measured at right angles, from the centerline of said Taylorville - Boonville Electric Transmission Line;

thence North 39 degrees 16 minutes 26 seconds East, along the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, a distance of 1,000.00 feet to the Point of Beginning.

To contain 11.478 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

Parcel 3

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 22 and 23 in Township 11, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 812 (variable width), said point also being the southwesterly corner of a 1.50-acre parcel of land conveyed by Earl M. and Verna M. Nolt to Elaine Z. and Rosene Z. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003945, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,518.58 feet North and 1,110,506.75 feet East;

thence along the northerly bounds of New York State Route 812, the following two courses and distances:

1. South 73 degrees 53 minutes 40 seconds West a distance of 220.47 feet to a point;
2. South 48 degrees 11 minutes 03 seconds West a distance of 119.87 feet to a concrete highway monument found on the southerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944;

thence along the southerly lines of Myron Z. and Arlene S. Nolt, the following three courses and distances:

1. North 05 degrees 59 minutes 02 seconds West a distance of 552.54 feet to a point;
 2. South 87 degrees 06 minutes 47 second East a distance of 516.41 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "TJ Kovach LS49092", said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "TJ Kovach LS49092" found at a distance of 275.56 feet;
 3. South 16 degrees 10 minutes 15 second East a distance 60.00 feet to the northeasterly corner of said 1.50-acre parcel;
- thence along the northerly and westerly lines of said 1.50-acre parcel, the following two courses and distances:
1. South 73 degrees 47 minutes 54 seconds West a distance of 237.85 feet to a point;
 2. South 11 degrees 57 minutes 00 seconds East a distance of 264.17 feet to the Point of Beginning.

To contain 3.630 acres of land, more or less.

The above described parcel of land is intended to be a portion of the same premises conveyed by Reginald R. Hoch as Executor of the Last Will and Testament of Violet H. Boshart to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140.

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).

WNYNO30035 SBL No. 195-1-2.11 (Town of Lowville) Herbert D. Yancey and Merle Yancey

Easement Agreement of unspecified date as evidenced by that certain Memorandum of Easement, dated October 24, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000164, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement and Memorandum of Easement between Herbert D. Yancey and Merle Yancey and Number Three Wind LLC dated June 7, 2019 and recorded in the Lewis County Clerk's Office on July 2, 2019 as Instrument No. 2019-003333 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 18 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of East Road (49.5-foot width), said point also being on the southerly line of a 50-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,428.83 feet North and 1,107,358.66 feet East;

thence South 25 degrees 57 minutes 22 seconds East, along the center of the East Road, a distance of 108.92 feet to the southwesterly corner of a 0.96-acre parcel of land conveyed by John W. and Loretta D. Platt to Nancy G. Brown by deed dated August 4, 2000 and recorded in the Lewis County Clerk's Office on August 7, 2000 in Liber 663 of Deeds at Page 241;

thence along the southerly and easterly lines of said 0.96-acre parcel, the following two courses and distances:

1. South 86 degrees 24 minutes 12 seconds East a distance of 370.15 feet to a found 1-inch iron pipe (flush with grade), said course passing over a 1-inch iron pipe (0.1 feet below grade) found at a distance of 17.74 feet;
2. North 26 degrees 00 minutes 12 seconds West a distance of 111.91 feet to a point on the southerly line of said 50-acre parcel;

thence South 86 degrees 48 minutes 03 seconds East, along the southerly line of said 50-acre parcel, a distance of 317.26 feet to a point on the westerly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack, and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461;

thence along the westerly line of the Mohawk, Adirondack, and Northern Railroad Corporation, the following two courses and distances:

1. along a curve deflecting to the left, having a central angle of 04 degrees 12 minutes 00 seconds and a radius of 5,770.00 feet, an arc distance of 422.95 feet to a point (chord: South 20 degrees 53 minutes 02 seconds East, 422.86 feet);

2. South 23 degrees 17 minutes 41 seconds East a distance of 703.94 feet to the most northerly corner of a 4.170-acre parcel of land conveyed by Aaron G. Jantzi to Timothy J. and Lois S. Hillegas by deed dated September 12, 2014 and recorded in the Lewis County Clerk's Office on November 20, 2014 as Instrument No. 2014-006092;

thence South 05 degrees 28 minutes 51 seconds West, along the westerly line of said 4.170-acre parcel, a distance of 577.10 feet to 1/2-inch rebar (0.1 feet below grade) found at the northeasterly corner of a 1.37-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to Mervin D. and Maureen A. Zehr by deed dated August 1, 2006 and recorded in the Lewis County Clerk's Office on August 1, 2006 as Instrument No. 2006-02472;

thence North 86 degrees 19 minutes 20 seconds West, along the northerly line of said 1.37-acre parcel, a distance of 263.31 feet to a point in the center of East Road, said course passing over a 3/4-inch iron pipe (0.4 feet below grade) found at a distance of 236.49 feet;

thence along the center of East Road, the following two courses and distances:

1. North 25 degrees 47 minutes 05 seconds West a distance of 323.13 feet to a point;

2. North 25 degrees 57 minutes 22 seconds West a distance of 1,013.75 feet to the northeasterly corner of a 1.27-acre parcel of land conveyed by Shari L. Ramos and Constance Ramos to Shari L. Ramos by deed dated July 21, 2005 and recorded in the Lewis County Clerk's Office on July 27, 2007 as Instrument No. 2007-02432;

thence along the northerly and westerly lines of said 1.27-acre parcel, the following four courses and distances:

1. South 65 degrees 02 minutes 09 seconds West a distance of 176.16 feet to a point, said course passing over a 1/2-inch rebar (0.3 feet below grade) found at a distance of 27.78 feet;

2. South 42 degrees 52 minutes 17 seconds West a distance of 53.89 feet to a point;

3. South 13 degrees 53 minutes 09 seconds West a distance of 91.61 feet to a found 1/2-inch rebar (0.2 feet below grade);

thence South 24 degrees 13 minutes 12 seconds East a distance of 109.33 feet to a 1/2-inch rebar (flush with grade) found on the northerly line of a parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Ross Farms Inc. by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-000677;

thence along the northerly and westerly lines of Ross Farms Inc., the following 10 courses and distances:

1. South 67 degrees 10 minutes 10 seconds West a distance of 158.55 feet to a point;

2. North 21 degrees 49 minutes 11 seconds West a distance of 474.93 feet to a found 1/2-inch rebar (0.1 feet below grade);

3. North 89 degrees 12 minutes 18 seconds West a distance of 1,197.81 feet to a found 1/2-inch rebar (extends 0.1 feet above grade);

4. South 09 degrees 02 minutes 02 seconds East a distance of 146.68 feet to a found 1/2-inch rebar (extends 0.2 feet above grade);

5. South 64 degrees 33 minutes 05 seconds East a distance of 95.93 feet to a found 1/2-inch rebar (extends 0.3 feet above grade);

6. South 42 degrees 36 minutes 45 seconds East a distance of 317.05 feet to a found 1/2-inch rebar (extends 0.3 feet above grade);

7. South 25 degrees 11 minutes 00 seconds East a distance of 241.94 feet to a found 1/2-inch rebar (extends 1.8 feet above grade);

8. South 39 degrees 32 minutes 27 seconds West a distance of 179.31 feet to a found 1/2-inch rebar (extends 0.2 feet above grade);

9. South 24 degrees 29 minutes 25 seconds East a distance of 251.42 feet to a found 1/2-inch rebar (extends 0.2 feet above grade);

10. South 45 degrees 46 minutes 22 seconds East a distance of 234.81 feet to a point on the northerly line of 49.864-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to the Maple Ridge Center, Inc. by deed dated June 27, 2007 and recorded in the Lewis County Clerk's Office on June 28, 2007 as Instrument No. 2007-02160;

thence North 85 degrees 43 minutes 47 seconds West, in part with a barbed wire fence, in part along the northerly line of said 49.864-acre parcel, in part along the northerly line of a 10.99-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to Dr. James Coffman by deed dated March 2, 2016 and recorded in the Lewis County Clerk's Office on March 2, 2016 as Instrument No. 2016-001202, and in part along the northerly line of a 29.20-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to William

J. and Ann M. Becker by deed dated March 2, 2016 and recorded in the Lewis County Clerk's Office on March 2, 2016 as Instrument No. 2016-001200, a distance of 819.55 feet to a point on the westerly line of Great Lot 18;

thence North 04 degrees 36 minutes 08 seconds East, in part with a barbed wire fence and along the westerly line of Great Lot 18, a distance of 1,543.55 feet to the southwesterly corner of said 50-acre parcel;

thence South 86 degrees 48 minutes 03 seconds East, along the southerly line of said 50-acre parcel, a distance of 1,592.41 feet to the Point of Beginning.

To contain 50.343 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 18 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack, and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461, said point also being on the southerly line of a 50-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,385.74 feet North and 1,108,129.70 feet East;

thence along the southerly and easterly lines of said 50-acre parcel, the following two courses and distances:

1. South 86 degrees 48 minutes 03 seconds East a distance of 440.69 feet to a point;
2. North 05 degrees 28 minutes 51 seconds East a distance of 743.56 feet to the southwesterly corner of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M Nolt by deed dated December 16, 1996 and recorded in the Lewis county Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140;

thence along the westerly line of Earl M. and Verna M. Nolt, the following two courses and distances:

1. South 84 degrees 31 minutes 09 seconds East a distance of 434.94 feet to a point;
2. South 05 degrees 28 minutes 51 seconds West a distance of 1,002.48 feet to a point on the northerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944;

thence along the northerly and westerly lines of Myron Z. and Arlene S. Nolt, the following two courses and distances:

1. North 84 degrees 26 minutes 25 seconds West, generally with a barbed wire fence, a distance of 434.94 feet to a point;
2. South 05 degrees 28 minutes 51 seconds West, in part with a barbed wire fence, a distance of 592.37 feet to a point on the easterly bounds of the Mohawk, Adirondack, and Northern Railroad Corporation;

thence along the easterly bounds of the Mohawk, Adirondack, and Northern Railroad Corporation, the following two courses and distances:

1. North 23 degrees 17 minutes 41 seconds West a distance of 558.06 feet to a point;
2. along a curve deflecting to the right, having a central angle of 03 degrees 52 minutes 20 seconds and a radius of 5,690.00 feet, an arc distance of 384.54 feet to the Point of Beginning (chord: North 21 degrees 02 minutes 44 seconds West, 384.47 feet);

To contain 14.422 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678.

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).

WNYNO30019 SBL Nos 177.-1-15; 177.-1-20.2 (Town of Lowville) Joseph P. Shultz

Transmission Easement of unspecified date between Joseph and Susan Shultz and Invenergy Wind Development LLC, a memorandum of which was executed by Joseph Shultz, Susan Shultz, and Invenergy Wind Development LLC on March 28, 2018 and recorded August 9, 2018 as Instrument No. 2018-003940, as assigned by that certain Assignment and Assumption Agreement dated October 12, 2021 and recorded November 30, 2021 as Instrument No. 2021-007080, to be further amended by that certain Amendment to Easement and Memorandum of Easement.

PARCEL 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 9 and 10 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southwesterly corner of a parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2014 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,854.86 feet North and 1,098,490.92 feet East;

thence along the center of the Number Three Road, the following two courses and distances:

1. North 49 degrees 19 minutes 50 seconds West a distance of 1,539.45 feet to a point;
2. North 49 degrees 12 minutes 04 seconds West a distance of 543.83 feet to a point on the westerly line of Stowe Square Lot 9;

thence North 03 degrees 50 minutes 49 seconds East, along the westerly line of Stowe Square Lot 9, a distance of 2,087.74 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 30.79 feet and passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 2,071.27 feet;

thence South 86 degrees 10 minutes 37 seconds East, along the center of Buell Road, a distance of 2,213.21 feet to the northwesterly corner of a parcel of land conveyed by Paul J. and Rebekah L. Ehst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421;

thence South 04 degrees 03 minutes 46 seconds West, in part with a barbed wire fence, and stonewall and along the westerly line of Daniel E. Beyer, a distance of 2,308.11 feet to a point on the southerly line of Stowe Square Lot 9;

thence North 85 degrees 48 minutes 44 seconds West, along the southerly line of Stowe Square Lot 9, a distance of 296.18 feet to a 1-inch iron pipe (extends 1.1 feet above grade) found at the northwesterly corner of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler;

thence South 17 degrees 00 minutes 54 seconds West, generally with a barbed wire fence and along the westerly line of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler, a distance of 1,059.77 feet to the Point of Beginning.

To contain 135.394 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Thomas E. and Margaret G. Shultz to Joseph P. and Susan G. Shultz by deed dated November 5, 2003 and recorded in the Lewis County Clerk's Office on November 6, 2003 as Instrument No. 2003-03644.

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 2

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lot 15 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southeasterly corner of the remainder of a 37.70-acre parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,665.46 feet North and 1,096,383.12 feet East;

thence North 03 degrees 54 minutes 37 seconds East a distance of 1,674.32 feet to a point in the center of Buell Road (49.5-foot width), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.2 feet

above grade) found at a distance of 31.02 feet, and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 1,649.74 feet;

thence South 85 degrees 56 minutes 09 seconds East, along the center of Buell Road, a distance of 555.76 feet to the northeasterly corner of Stowe Square Lot 15;

thence South 03 degrees 50 minutes 49 seconds West, along the easterly line of Stowe Square Lot 15, a distance of 2,087.74 feet to the center of the Number Three Road, said course passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 16.47 feet and passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 2,056.95 feet;

thence North 49 degrees 27 minutes 33 seconds West, along the center of the Number Three Road, a distance of 695.40 feet to the Point of Beginning.

To contain 24.043 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Richard F. and Margaret T. Weller to Joseph P and Susan G. Schultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873.

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).

WNYNO30018 SBL No. 195-3-2 (Town of Lowville) Myron Z. Nolt and Arlene Nolt

Easement Agreement dated March 29, 2016 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002455, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement between Myron Z. Nolt and Arlene S. Nolt and Number Three Wind LLC dated May 23, 2019 and recorded in the Lewis County Clerk's Office on June 6, 2019 as Instrument No. 2019-002756 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 18 and 22 in Township 11, and being more precisely described as follows:

Beginning at the intersection of the center of East Road (49.5-foot width) with the easterly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack, and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,809.90 feet North and 1,109,247.06 feet East;

thence along the easterly line of the Mohawk, Adirondack, and Northern Railroad Corporation, the following seven courses and distances:

1. North 10 degrees 26 minutes 09 seconds West a distance of 343.84 feet to a point;
2. North 06 degrees 15 minutes 49 seconds East a distance of 104.40 feet to a point;
3. North 10 degrees 26 minutes 09 seconds West a distance of 100.00 feet to a point;
4. North 27 degrees 08 minutes 06 seconds West a distance of 104.40 feet to a point;
5. North 10 degrees 26 minutes 09 seconds West a distance of 700.00 feet to a point;
6. along a curve deflecting to the left, having a central angle of 12 degrees 42 minutes 00 seconds and a radius of 2,904.93 feet, in part with a page wire fence, an arc distance of 643.90 feet to a point (chord: North 16 degrees 47 minutes 09 seconds West, 642.58 feet);
7. North 23 degrees 14 minutes 19 seconds West, in part with a page wire fence, a distance of 835.41 feet to a point on the easterly line of a parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678;

thence North 05 degrees 28 minutes 51 seconds East, generally with a barbed wire fence and along the easterly line of Herbert D. Yancey and Merle Yancey, a distance of 592.37 feet to the southwesterly corner of a 10-acre parcel conveyed to Herbert D. Yancey and Merle Yancey (Instrument No. 2007-00678);

thence South 84 degrees 26 minutes 25 seconds East, in part with a barbed wire fence, in part along the southerly line of said 10-acre parcel, and in part along the southerly line of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140, a distance of 949.08 feet to a point;

thence South 04 degrees 52 minutes 31 seconds West, along the westerly line of Earl M. and Verna M. Nolt, a distance of 89.69 feet to a point on the westerly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Lowville and Beaver River Railroad Company by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004462;

thence along the Lowville and Beaver River Railroad Company, the following four courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, in part with a page wire fence, having a central angle of 65 degrees 35 minutes 39 seconds and a radius of 988.27 feet, an arc distance of 1,131.41 feet to a point (chord: South 26 degrees 58 minutes 33 seconds West, 1,070.62 feet);
2. South 08 degrees 21 minutes 58 seconds East, generally with a page wire fence, a distance of 147.69 feet to a point;
3. South 09 degrees 15 minutes 54 seconds East, in part with a page wire fence, a distance of 1,913.02 feet to a point;
4. along a curve deflecting to the right, having a central angle of 05 degrees 29 minutes 27 seconds and a radius of 3,353.27 feet, an arc distance of 321.35 feet to a point in the center of East Road, (chord: South 05 degrees 07 minutes 50 seconds East, 321.23 feet);

thence along the center of East Road, the following two courses and distances:

1. North 28 degrees 20 minutes 03 seconds West a distance of 154.01 feet to a point;
2. along a curve deflecting to the left, having a central angle of 03 degrees 01 minutes 52 seconds and a radius of 1,306.30 feet, an arc distance of 69.11 feet to the Point of Beginning, (chord: North 29 degrees 52 minutes 57 seconds West, 69.10 feet);

To contain 22.079 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 18, 22, and 23 in Township 11, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 812 (variable width), said point also being the southwesterly corner of a parcel of land conveyed by Ronald J. and Elizabeth M. Walter to Rebecca L. Field by deed dated April 15, 2016 and recorded in the Lewis County Clerk's Office on June 8, 2016 as Instrument No. 2016-002969, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,686.79 feet North and 1,111,089.26 feet East;

thence South 73 degrees 53 minutes 36 seconds West, along the northerly bounds of New York State Route 812, a distance of 349.02 feet to a 1/2-inch rebar (0.2 feet below grade) found at the southeasterly corner of a 1.5-acre parcel of land conveyed by Earl M. and Verna M. Nolt to Elaine Z. Nolt and Rosene Z. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003945;

thence North 16 degrees 10 minutes 15 seconds West, in part along the easterly line of said 1.5-acre parcel, and in part along the easterly line of a 3.64-acre parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944, a distance of 323.88 feet to a found 1/2-inch rebar with a yellow plastic cap marked "TJ Kovach LS49092" (extends 0.3 feet above grade);

thence along the northerly and westerly lines of said 3.64-acre parcel, the following two courses and distances:

1. North 87 degrees 06 minutes 47 seconds West a distance of 516.41 feet to a point;
2. South 05 degrees 59 minutes 02 seconds East a distance of 552.54 feet to a point on the northerly bounds of New York State route 812;

thence along the northerly bounds of New York State Route 812, the following two courses and distances:

1. South 48 degrees 11 minutes 03 seconds West a distance of 76.07 feet to a point;
2. South 74 degrees 08 minutes 57 seconds West a distance of 250.32 feet to the southeasterly corner of a 1.12-acre parcel of land conveyed by Reginald R. Hoch to Gerald E. and Beverly J. Hulbert by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 19, 1996 in Liber 603 of Deeds at Page 36;

thence North 08 degrees 21 minutes 33 seconds West, along the easterly line of said 1.12-acre parcel, a distance of 257.98 feet to the southeasterly corner of a 2.31-acre parcel conveyed to Gerald E. and Beverly J. Hulbert (Liber 603 - Page 36), said course passing over a 1-inch iron pipe (extends 2.7 feet above grade) found at a distance of 31.86 feet;

thence along the easterly and northerly lines of said 2.31-acre parcel, the following two courses and distances:

1. North 13 degrees 46 minutes 13 seconds West a distance of 191.24 feet to a found 1/2-inch rebar (extends 0.5 feet above grade);
2. South 87 degrees 09 minutes 23 seconds West, generally with a page wire fence, a distance of 408.19 feet to a point on the easterly line of the Lowville and Beaver River Railroad Company;

thence along the Lowville and Beaver River Railroad Company, the following four courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 04 degrees 27 minutes 52 seconds and a radius of 3,419.27 feet, generally with a page wire fence, an arc distance of 266.43 feet to a point (chord: North 05 degrees 39 minutes 26 seconds West, 266.36 feet);
2. North 09 degrees 15 minutes 54 seconds West, generally with a page wire fence, a distance of 1,913.30 feet to a point;
3. North 08 degrees 21 minutes 58 seconds West, generally with a page wire fence, a distance of 145.68 feet to a point;
4. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 62 degrees 34 minutes 07 seconds and a radius of 922.27 feet, generally with a page wire fence, an arc distance of 1,007.14 feet to a point on the southerly line of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140, (chord: North 25 degrees 33 minutes 09 seconds East, 957.84 feet);

thence along the southerly line of Earl M. and Verna M. Nolt, the following two courses and distances:

1. South 04 degrees 52 minutes 31 seconds West a distance of 288.22 feet to a point;
2. South 88 degrees 22 minutes 29 seconds East a distance of 108.87 feet to the northwesterly corner of Rebecca L. Field;

thence along the westerly line of Rebecca L. Field, the following five courses and distances:

1. South 05 degrees 07 minutes 50 seconds West, in part with a barbed wire fence, a distance of 1,669.14 feet to a point;
2. South 85 degrees 50 minutes 23 seconds East, in part with a barbed wire fence, a distance of 945.12 feet to a point;
3. South 00 degrees 55 minutes 15 seconds West a distance of 329.04 feet to a point;
4. South 76 degrees 18 minutes 18 seconds East, in part with a barbed wire fence, a distance of 715.44 feet to a point;
5. South 04 degrees 12 minutes 41 seconds East, in part with a barbed wire fence, a distance of 636.11 feet to the Point of Beginning.

To contain 54.053 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944.

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).

WNYNO30063 SBL No. 177.-1-26 (Town of Lowville) Chris W. Byler and Fronnie A. Byler

Grant of Easement dated August 13, 2017 and recorded in the Lewis County Clerk's Office on August 9, 2018 as Instrument No. 2018-003941, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, and as amended by Amendment to Easement between Chris. W. Byler and Fronnie A. Byler and Number Three Wind LLC dated July 17, 2019 and recorded August 29, 2019 as Instrument No. 2019-004447, further amended by Amendment to Easement and Memorandum of Easement between Number Three Wind LLC and Chris W. Byler and Fronnie A. Byler recorded October 21, 2021 as Instrument No. 2021-006183, further amended by Second Amendment to Easement and Memorandum of Easement recorded in the Lewis County Clerk's Office on November 15, 2021 as Instrument No. 2021-006773, regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 17 in Township 11, and being more precisely described as follows:

Beginning at a point in the centerline of Willow Grove Road (49.5-foot width), said point also being on the northwesterly corner of Great Lot 17, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,396,392.71 feet North and 1,088,145.75 feet East;

thence South 86 degrees 26 minutes 55 seconds East, along the northerly line of Great Lot 17, a distance of 1,599.84 feet to the northwesterly corner of a 2-acre parcel of land conveyed by Edward J. and Christine M. Chrzanowski to Andrew W. and Sandra E. Nikitich by deed dated July 1, 1994 and recorded in the Lewis County Clerk's Office on July 1, 1994 in Liber 573 of Deeds at Page 199;

thence South 03 degrees 33 minutes 05 seconds West, in part along the westerly line of said 2-acre parcel and in part along the westerly line of a 19.13-acre parcel of land conveyed by Stephen M. and Ruth J. Zubrzycki, Benuel H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, and Andrew W. and Sandra E. Nikitich to John S. and Mary I. Swarey by deed dated October 10, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167, a distance of 792.00 feet to the northeasterly corner of a 30.96-acre parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035;

thence North 86 degrees 26 minutes 55 seconds West, along the northerly line of said 30.96-acre parcel, a distance of 1,603.42 feet to a point in the center of Willow Grove Road;

thence along the center of Willow Grove Road, the following two courses and distances:

1. North 03 degrees 40 minutes 28 seconds East a distance of 557.00 feet to a point;
2. North 04 degrees 07 minutes 56 seconds East a distance of 235.02 feet to the Point of Beginning.

To contain 29.132 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Benuel H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to John S. and Mary I. Swarey by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on October 13, 2005 as Instrument No. 2005-03492.

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).

WNYNO30061 SBL No. 176.-2-7.21 (Town of Lowville) Jacob M. Stoltzfus

Grant of Easement dated February 9, 2018 and recorded in the Lewis County Clerk's Office on September 5, 2018 as Instrument No. 2018-004406, as supplemented by Assignment and Assumption Agreement assigned by Invenergy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement between Jacob M. Stoltzfus and Annie Y. Stoltzfus and Number Three Wind LLC, dated June 26, 2019 and recorded in the Lewis County Clerk's Office on August 20, 2019 as Instrument No. 2019-004276 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 16 and 17 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point also being the northwesterly corner of a 77.26-acre parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,519.15 feet North and 1,087,997.96 feet East;

thence along the easterly bounds of New York State Route 12, the following five courses and distances:

1. North 33 degrees 22 minutes 21 seconds West a distance of 561.74 feet to a point;
2. North 11 degrees 19 minutes 39 seconds East a distance of 17.96 feet to a point;
3. North 33 degrees 40 minutes 21 seconds West a distance of 135.00 feet to a point;
4. South 56 degrees 19 minutes 39 seconds West a distance of 12.00 feet to a point;
5. North 33 degrees 22 minutes 22 seconds West a distance of 367.87 feet to the southwesterly corner of the remainder of a 119-acre parcel of land conveyed by Benuel H. and Sadie Christina Stoltzfus and John S. and Mary I. Swarey to Benuel H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961;

thence North 88 degrees 49 minutes 07 seconds East, in part with a barbed wire fence and along the southerly line of said 119-acre remainder parcel, a distance of 392.51 feet to a point in the center of Willow Grove Road (49.5-foot width);

thence along the center of Willow Grove Road, the following three courses and distances:

1. North 08 degrees 49 minutes 54 seconds East a distance of 318.02 feet to a point;
2. North 09 degrees 53 minutes 47 seconds East a distance of 285.84 feet to a point;
3. North 11 degrees 51 minutes 25 seconds East a distance of 57.36 feet to a point on the southerly line of said 119-acre parcel;

thence South 85 degrees 28 minutes 42 seconds East, along the southerly line of said 119-acre remainder parcel, a distance of 2,739.08 feet to a point on the westerly line of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence South 03 degrees 11 minutes 46 seconds West, in part with a barbed wire fence, in part along the westerly line of Samuel S. and Lydia H. Stoltzfus, and in part along the northerly line of said 77.26-acre parcel, a distance of 1,497.41 feet to a point;

thence North 86 degrees 36 minutes 46 seconds West, in part with a barbed wire fence and along the northerly line of said 77.26-acre parcel, a distance of 2,561.04 feet to the Point of Beginning.

To contain 99.426 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Jack P. and Charlene M. Lomeo to Jacob M. and Annie Y. Stoltzfus by deed dated June 2, 2006 and recorded in the Lewis County Clerk's Office on June 2, 2006 as Instrument No. 2006-01778.

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).

WNYNO30064 SBL No. 176.-2-5.2 (Town of Lowville) Benuel Stoltzfus

Grant of Easement dated April 19, 2018 and recorded in the Lewis County Clerk's Office on August 21, 2018 as Instrument No. 2018-004138, as supplemented by Assignment and Assumption Agreement given by Invenegy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement between Benuel H. Stoltzfus and Sadie Christina Stoltzfus and Number Three Wind LLC dated June 3, 2019 and recorded in the Lewis County Clerk's Office on June 21, 2019 as Instrument No. 2019-003110 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 16 and 17 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point also being on the southerly line of a 107-acre parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,394,705.30 feet North and 1,086,404.93 feet East;

thence North 88 degrees 44 minutes 28 seconds East, along the southerly line of said 107-acre parcel, a distance of 1,631.04 feet to a point in the center of Willow Grove Road (49.5-foot width);

thence along the center of Willow Grove Road, on a curve deflecting to the left, non-tangent to the previous course, having a central angle of 00 degrees 48 minutes 52 seconds and a radius of 1,905.50 feet, an arc distance of 27.09 feet to the southwesterly corner of a 30.96-acre parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035 (chord: North 07 degrees 14 minutes 58 seconds East, 27.09 feet);

thence South 85 degrees 28 minutes 42 seconds East, in part with a barbed wire fence, in part along the southerly line of said 30.96-acre parcel, in part along the southerly line of a 19.13-acre parcel of land conveyed by Stephen M. and Ruth J. Zubrzycki, Benuel H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, LLC, and Andrew W. and Sandra E. Nikitich to John S. and Mary I. Swarey by deed dated October 20, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167, and in part along the southerly line of a 21-acre parcel of land conveyed by Edward J. and Christine M. Chrzanowski to Andrew W. and Sandra E. Nikitich by deed dated July 1, 1994 and recorded in the Lewis County Clerk's office on July 1, 1994 in Liber 573 of Deeds at Page 199, a distance of 2,646.15 feet to a point on the westerly line of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence South 03 degrees 11 minutes 46 seconds West, in part with a barbed wire fence and along the westerly line of Samuel S. and Lydia H. Stoltzfus, a distance of 697.56 feet to the northeasterly corner of a 198.28-acre parcel of land conveyed by Jack P. and Charlene M. Lomeo to Jacob M. and Annie Y. Stoltzfus by deed dated June 2, 2006 and recorded in the Lewis County Clerk's Office on June 2, 2006 as Instrument No. 2006-01778;

thence North 85 degrees 28 minutes 42 seconds West, along the northerly line of said 198.28-acre parcel, a distance of 2,739.08 feet to a point in the center of Willow Grove Road;

thence along the center of Willow Grove Road, the following three courses and distances:

1. South 11 degrees 51 minutes 25 seconds West a distance of 57.36 feet to a point;
2. South 09 degrees 53 minutes 47 seconds West a distance of 285.84 feet to a point;
3. South 08 degrees 49 minutes 54 seconds West a distance of 318.02 feet to a point on the northerly line of said 198.28-acre parcel;

thence South 88 degrees 49 minutes 07 seconds West, in part with a barbed wire fence and along the northerly line of said 198.28-acre parcel, a distance of 392.51 feet to a point on the easterly bounds of New York State Route 12;

thence along the easterly bounds of New York State Route 12, the following ten courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 00 degrees 44 minutes 39 seconds and a radius of 6,696.30 feet, an arc distance of 86.97 feet to a point (chord: North 33 degrees 56 minutes 18 seconds West, 86.97 feet);
2. North 16 degrees 13 minutes 31 seconds West a distance of 68.30 feet to a point;
3. North 33 degrees 40 minutes 21 seconds West a distance of 30.00 feet to a point;
4. North 54 degrees 02 minutes 56 seconds West a distance of 69.45 feet to a point;
5. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 03 degrees 09 minutes 42 seconds and a radius of 6,696.30 feet, an arc distance of 369.51 feet to a point (chord: North 37 degrees 15 minutes 46 seconds West, 369.47 feet);
6. North 38 degrees 50 minutes 37 seconds West a distance of 168.66 feet to a point;
7. North 50 degrees 53 minutes 39 seconds East a distance of 13.17 feet to a point;
8. North 38 degrees 50 minutes 37 seconds West a distance of 119.85 feet to a point;
9. North 39 degrees 21 minutes 28 seconds West a distance of 279.04 feet to a point;

10. North 40 degrees 17 minutes 39 seconds West a distance of 446.05 feet to the Point of Beginning.

To contain 72.701 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Benuel H. and Sadie Christina Stoltzfus and John S. and Mary I. Swarey to Benuel H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961.

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).

WNYNO30062 SBL No. 176.-2-3 (Town of Lowville) Ammon Hertzler

Grant of Easement dated December 20, 2017 and recorded in the Lewis County Clerk's Office on August 21, 2018 as Instrument No. 2018-004139, as supplemented by Assignment and Assumption Agreement given by Invenergy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement between Ammon Hertzler and Rebecca Hertzler and Number Three Wind LLC dated June 3, 2019 and recorded in the Lewis County Clerk's Office on June 21, 2019 as Instrument No. 2019-003109 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 13 and 16 in Township No. 11, and being more precisely described as follows:

Beginning at a point in the center of Willow Grove Road (49.5-foot width), said point also being the southeasterly corner of a 40.40-acre parcel of land conveyed by Daniel R. and Gail A. Klosner to Thomas Z., Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,398,520.60 feet North and 1,088,299.48 feet East;

thence South 04 degrees 07 minutes 56 seconds West, along the center of Willow Grove Road, a distance of 2,321.28 feet to a point on the easterly line of a parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence along the easterly lines of John E. and Sue E. O'Brien, the following six courses and distances:

1. North 80 degrees 59 minutes 19 seconds West a distance of 833.71 feet to a point;
2. North 01 degrees 44 minutes 19 seconds West a distance of 462.00 feet to a point;
3. North 02 degrees 59 minutes 19 seconds West a distance of 1,162.26 feet to a point;
4. North 02 degrees 45 minutes 41 seconds East a distance of 244.20 feet to a point;
5. North 12 degrees 30 minutes 41 seconds East a distance of 318.78 feet to a point;
6. North 21 degrees 00 minutes 41 seconds East a distance of 70.62 feet to a point on the southerly line of said 40.40-acre parcel;

thence South 86 degrees 29 minutes 19 seconds East, along the southerly line of said 40.40-acre parcel, a distance of 960.96 feet to the Point of Beginning.

To contain 49.481 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Kirk L. and Patricia J. Herse to Ammon and Rebecca Hertzler and Aaron Hertzler by deed dated February 8, 2008 and recorded in the Lewis County Clerk's Office on February 12, 2008 as Instrument No. 2008-000591.

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).

WNYNO30104 SBL No. 195.00-01-33.000 (Town of Lowville) Lowville and Beaver River Railroad

Easement Agreement dated April 19, 2021, a Memorandum of Easement evidencing same to be recorded in the Lewis County Clerk's Office, regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 18 and 22 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of East Road (49.5-foot width), said point also being on the southerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,614.43 feet North and 1,109,354.58 feet East;

thence through the lands of Myron Z. and Arlene S. Nolt, the following four courses and distances:

1. along a curve along a curve deflecting to the left, having a central angle of 05 degrees 29 minutes 27 seconds and a radius of 3,353.27 feet, an arc distance of 321.35 feet to a point (chord: North 05 degrees 07 minutes 50 seconds West, 321.23 feet);
2. North 09 degrees 15 minutes 54 seconds West, in part with a page wire fence, a distance of 1,913.02 feet to a point;
3. North 08 degrees 21 minutes 58 seconds West, generally with a page wire fence, a distance of 147.69 feet to a point;
4. along a curve deflecting to the right, having a central angle of 65 degrees 35 minutes 39 seconds and a radius of 988.27 feet, an arc distance of 1,131.41 feet to a point on the westerly line of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140;

thence South 04 degrees 52 minutes 31 seconds West, along the westerly line of Earl M. and Verna M. Nolt, a distance of 82.15 feet to a point;

thence through the lands of Myron Z. and Arlene S. Nolt, the following four courses and distances:

1. along a curve deflecting to the left, generally with a page wire fence, having a central angle of 62 degrees 34 minutes 07 seconds and a radius of 922.27 feet, an arc distance of 1,007.14 feet to a point (chord: South 25 degrees 33 minutes 09 seconds West, 957.84 feet);
2. South 08 degrees 21 minutes 58 seconds East, generally with a page wire fence, a distance of 145.68 feet to a point;
3. South 09 degrees 15 minutes 54 seconds East, generally with a page wire fence, a distance of 1,913.30 feet to a point;
4. along a curve deflecting to the right, in part with a page wire fence and in part along the westerly line of a 2.31-acre parcel of land conveyed by Reginald R. Hoch to Gerald E. and Beverly J. Hulbert by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 19, 1996 in Liber 603 of Deeds at Page 36, having a central angle of 07 degrees 34 minutes 05 seconds and a radius of 3,419.27 feet, an arc distance of 451.64 feet to a point in the center of East Road (chord: South 04 degrees 06 minutes 19 seconds East, 451.31 feet);

thence along the center of East Road, the following two courses and distances:

1. North 30 degrees 40 minutes 00 seconds West a distance of 85.35 feet to a point;
2. North 28 degrees 20 minutes 03 seconds West a distance of 53.35 feet to the Point of Beginning.

To contain 5.330 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by the County of Lewis Industrial Development Agency to the Lowville and Beaver River Railroad Company by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004462.

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).

WNYNO30104 SBL No. 195.00-01-36.000 (Town of Lowville) Mohawk Adirondack & Northern Railroad

Basement Agreement dated April 19, 2021, a Memorandum of Easement evidencing same to be recorded in the Lewis County Clerk's Office, regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 18 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944, said point also being on the easterly line of the remainder of a 50-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,514.35 feet North and 1,108,488.45 feet East;

thence South 05 degrees 28 minutes 51 seconds West, along the westerly line of Myron Z. and Arlene S. Nolt, a distance of 166.19 feet to a point;

thence through the lands of Herbert D. Yancey and Merle Yancey, the following two courses and distances:

1. North 23 degrees 17 minutes 41 seconds West a distance of 703.94 feet to a point;
2. along a curve deflecting to the right, having a central angle of 04 degrees 12 minutes 00 seconds and a radius of 5,770.00 feet, an arc distance of 422.95 feet to a point on the southerly line of a 50-acre parcel of land conveyed to Herbert D. Yancey and Merle Yancey (Instrument No. 2007-00678) (chord: North 20 degrees 53 minutes 02 seconds West, 422.86 feet);

thence South 86 degrees 48 minutes 03 seconds East, along the southerly line of said 50-acre parcel, a distance of 86.37 feet to a point;

thence through the lands of Herbert D. Yancey and Merle Yancey, the following two courses and distances:

1. along a curve deflecting to the left, having a central angle of 03 degrees 52 minutes 20 seconds and a radius of 5,690.00 feet, an arc distance of 384.54 feet to a point (chord: South 21 degrees 02 minutes 44 seconds East, 384.47 feet);
2. South 23 degrees 17 minutes 41 seconds East a distance of 558.06 feet to the Point of Beginning.

To contain 1.900 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461.

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).

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

All equipment, 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 prior to the Completion Date (as defined in the hereinafter defined Lease Agreement) in connection with the acquisition, construction and installation of the Number Three Wind LLC Project (the "Project") of County of Lewis Industrial Development Agency (the "Agency") located on the real property described on Exhibit A hereto (the "Land"), said Project to be acquired, constructed and installed by Number Three Wind LLC (the "Company") as agent of the Agency pursuant to a lease agreement dated as of December 1, 2021 (the "Lease Agreement") by and between the Agency and the Company 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 items of specific machinery:

- Civil/Foundation materials (e.g. stone, concrete, pavement, rebar, fill, silt fence, geotextile)
- Electrical materials (e.g. overhead/underground cable, communication line, substation equipment, electrical system equipment)
- Mechanical materials (e.g. wind turbine components/equipment, lighting, climb assists, bolts/hardware, assembly materials)
- Other building materials (e.g. prefabricated or site-build building components, lumber, siding, roofing, finishes, plumbing/HVAC, electrical)

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

EXHIBIT C

FORM OF TERMINATION OF LEASE TO AGENCY

THIS TERMINATION OF LEASE TO AGENCY (the "Termination of Lease to Agency") dated as of _____, _____, by and between COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized under the laws of the State of New York having an office for the transaction of business located at 7551 South State Street, PO Box 106, Lowville, New York (the "Agency"), and NUMBER THREE WIND LLC, a limited liability company organized and existing under the laws of the State of Delaware having an office for the transaction of business located at One South Wacker Drive, Suite 1800, Chicago, Illinois (the "Company").

WITNESSETH:

WHEREAS, the Company and the Agency entered into a certain lease to agency dated as of December 1, 2021 (the "Lease to Agency") pursuant to which the Agency was granted a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Land") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Land now or in the future; and

WHEREAS, pursuant to Section 11.3 of a lease agreement dated as of December 1, 2021 (the "Lease Agreement") between the Company and the Agency, the Company and the Agency further agreed that the Lease to Agency would be terminated upon the satisfaction of the conditions set forth in Section 11.1 and Section 11.2 of the Lease Agreement, as appropriate; and

WHEREAS, the conditions set forth in Section 11.1 and Section 11.2 of the Lease Agreement, as appropriate, have been satisfied on or before the date hereof.

NOW, THEREFORE, it is hereby agreed that the Lease to Agency is terminated as of the dated date hereof.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Lease to Agency and this Termination of Lease to Agency.

IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Lease to Agency to be executed and delivered by their duly authorized officers, all as of the day and year first above written.

COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
(Vice) Chairman

NUMBER THREE WIND LLC

BY: _____
Authorized Officer

STATE OF)
 Ss.:
COUNTY OF)

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF)
) Ss.:
COUNTY OF)

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

DESCRIPTION OF THE LEASED LAND

A leasehold interest created by a certain lease to agency dated as of December 1, 2021 (the "Lease to Agency") between Number Three Wind LLC (the "Company"), as landlord, and County of Lewis Industrial Development Agency (the "Agency"), as tenant, in portions of an approximately 9,000 acre parcel of land (the "Leased Land") located on the eastern border of the Town of Lowville and throughout the Town of Harrisburg, Lewis County, New York, said Leased Land being more particularly described below), together with any improvements now or hereafter located on the Leased Land (the Leased Land 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 Lowville and throughout the Town of Harrisburg, Lewis County, New York, bounded and described as follows:

- SEE ATTACHED -

Schedule A

Description of Fee Parcels

Various fee simple interests held by the Company in certain parcels of land (the "Fee Parcels") located in the Town of Lowville, County of Lewis, New York, and said Fee Parcels being more particularly described below, together with any improvements now or hereafter located on the Fee Parcels:

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

WNYNO30044 SBL No. p/o 177.-1-20.1 (Town of Lowville) Number Three Wind LLC (formerly Richard F. Weller and Margaret T. Weller)

Warranty Deed given by Richard F. Weller and Margaret T. Weller to Number Three Wind LLC, dated October 18, 2021 and recorded in the Lewis County Clerk's Office as Instrument No. 2021-006313 on October 28, 2021 conveying the parcel described below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Beginning at a point in the reputed center of the right-of-way of Buell Road (gravel-49.5 foot width), said point being 5.7 feet southerly from the traveled centerline of Buell Road, said point also being the northwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point having New York State plan coordinates (NAD83/2011- Central Zone) of 1,395,335.88 feet North and 1,096,497.30 feet East;

Thence South 03 degrees 54 minutes 37 seconds West, along the westerly line of said 24.00-acre parcel a distance of 300.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates – Canton, NY" (herein after referred to as 5/8-inch rebar), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kobach LS 049092" (extending 0.1 feet above grade) found on the southerly right-of-way of Buell Road;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following two courses and distances:

1. North 85 degrees 56 minutes 08 seconds West a distance of 300.00 feet to a set 5/8-inch rebar;
2. North 03 degrees 54 minutes 37 seconds East a distance of 300.00 feet to a point in the reputed center of the right-of-way of Buell Road, said point being 0.8 feet southerly of the traveled centerline of Buell Road, said course passing over a 5/8-inch rebar set on the southerly right-of-way of Buell Road at a distance of 275.25 feet;

Thence South 85 degrees 56 minutes 08 seconds East, along the reputed center of the right-of-way of Buell Road, a distance of 300.00 feet to the **Point of Beginning**.

To contain 2.066 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 Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan – Final Plat, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019 and distinguished as Drawing No. CK3818-08-17 O&M.

AND

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Commencing at a point in the centerline of the Number Three Road (49.5-foot width), said point being the southwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point also being South 03 degrees 54 minutes 37 seconds West a distance of 31.02 feet from a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS 049092" (extending 0.2 feet above grade) found on the northerly right-of-way of the Number Three Road, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,655.46 feet North and 1,096,383.12 feet East;

Thence North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 511.12 feet to a point, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,997.67 feet North and 1,095,994.70 feet East, said point also being the **Point of Beginning**;

Thence continuing North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 330.00 feet to a point;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following three courses and distances:

1. North 40 degrees 32 minutes 22 seconds East a distance of 440.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates – Canton, NY" (herein after referred to as a 5/8-inch rebar), said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 24.75 feet;
2. South 49 degrees 27 minutes 38 seconds East, parallel with and 415.25 feet distant northeasterly from the center of the Number Three Road, a distance of 330.00 feet to a set 5/8-inch rebar;
3. South 40 degrees 32 minutes 22 seconds West a distance of 440.00 feet to the Point of Beginning, said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 415.25 feet.

To contain 3.333 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 Richard A. and Helen F. Weller to Richard F. Weller and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan – Final Plot, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019, and distinguished as Drawing No. CK3818-08-17 O&M.

WNYNO30116 SBL No. 211.00-01-05.000 (Town of Lowville) Number Three Wind LLC (formerly Linda B. Spencer, Robbin E. Hlad, and Bethany A. Kirch)

Warranty Deed given by Linda B. Spencer, as to a life estate, and Robbin E. Hlad and Bethany A. Kirch, as joint tenants with rights of survivorship to Number Three Wind LLC, dated July 28, 2021, and recorded in the Lewis County Clerk's Office as Instrument No. 2021-004735 on August 20, 2021 conveying the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 26 in Township 11, and being more precisely described as follows:

Beginning at the intersection of the center of West Road (49.5-foot width) with the southerly bounds of New York State Route 177 (variable width), said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,383,908.24 feet North and 1,093,649.62 feet East;

thence South 33 degrees 56 minutes 30 seconds East, along the center of West Road, a distance of 108.53 feet to the northeasterly corner of a 4.37-acre parcel of land conveyed by JoAnn K. Smith to Gordon J. Yancey by deed dated August 27, 1998 and recorded in the Lewis County Clerk's Office on September 18, 1998 in Liber 629 of Deeds at Page 8;

thence along the northerly line of said 4.37-acre parcel, the following three courses and distances:

1. South 60 degrees 10 minutes 35 seconds West a distance of 85.52 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (0.2 feet below grade), said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (0.2 feet below grade) found at a distance of 27.51 feet;

2. North 34 degrees 23 minutes 36 seconds West a distance of 46.38 feet to a found 1-inch iron pipe (flush with grade);
3. North 82 degrees 44 minutes 49 seconds West a distance of 281.17 feet to a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "THEW ASSOCIATES – CANTON NY" set on the easterly line of a 1.24-acre parcel of land conveyed by Chester R. and Cheryl Britton to Stephen F. Sandoval by deed dated November 12, 2015 and recorded in the Lewis County Clerk's Office on November 20, 2015 as Instrument No. 2015-005649, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (0.1 feet below grade) found at a distance of 115.09 feet;

thence North 07 degrees 07 minutes 32 seconds West, along the easterly line of said 1.24-acre parcel, a distance of 53.30 feet to a 5/8-inch rebar with a 1 1/2-inch diameter aluminum cap marked "NYS DOT ROW" (extends 0.1 feet above grade) found on the southerly bounds of New York State Route 177;

thence North 88 degrees 57 minutes 31 seconds East, along the southerly bounds of New York State Route 177, a distance of 325.37 feet to the Point of Beginning.

To contain 0.668 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Linda B. Spencer to Robbin E. Hlad and Bethany A. Kirch by deed dated October 1, 2012 and recorded in the Lewis County Clerk's Office on October 4, 2012 as Instrument No. 2012-004999.

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).

WNYNO30020 SBL No. p/o 196.00-01-31.110 (Town of Lowville) Number Three Wind LLC (formerly Earl Mervin Nolt and Marita D. Nolt)

Warranty Deed given by Earl Mervin Nolt and Marita D. Nolt to Number Three Wind LLC, dated November 10, 2021 and recorded in the Lewis County Clerk's Office as Instrument No. 2021-007200 on December 6, 2021 conveying the parcel described below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 23 in Township No. 11, and being more precisely described as follows:

Beginning at a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates - Canton, NY" (hereinafter referred to as a 5/8-inch rebar) set on the reputed northerly bounds of the Niagara Mohawk Power Corporation Taylorville - Boonville Electric Transmission Line Easement (100-foot width), said rebar being 50 feet distant northerly measured at right angles from the centerline of said Taylorville - Boonville Electric Transmission Line, said rebar also being North 10 degrees 53 minutes 24 seconds East a distance of 86.1 feet from the northwesterly corner of steel transmission line Structure No. 102, said rebar having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,132.43 feet North and 1,112,616.42 feet East;

thence through a parcel of land conveyed by Earl M. and Verna M. Nolt to Earl Mervin and Marita D. Nolt by deed dated August 22, 2017 and recorded in the Lewis County Clerk's Office on August 22, 2017 as Instrument No. 2017-004788, the following three courses and distances:

1. South 50 degrees 43 minutes 21 seconds East a distance of 500.00 feet to a set 5/8-inch rebar;
2. South 39 degrees 16 minutes 26 seconds West a distance of 1,000.00 feet to a set 5/8-inch rebar;
3. North 50 degrees 43 minutes 21 seconds West a distance of 500.00 feet to a 5/8-inch rebar set on the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, said rebar being 50 feet distant northerly, measured at right angles, from the centerline of said Taylorville - Boonville Electric Transmission Line;

thence North 39 degrees 16 minutes 26 seconds East, along the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, a distance of 1,000.00 feet to the Point of Beginning.

To contain 11.478 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

Schedule B

Description of Leasehold Parcels

Various leasehold interests held by the Company in certain parcels of land (the "Leased Land") located in the Town of Lowville, County of Lewis, New York, said Leased Land being more particularly described below, together with any improvements now or hereafter located on the Leased Land:

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

WNYNO30001 SBL No. 176.-2-2.2 (Town of Lowville) John E. O'Brien and Sue E. O'Brien

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated July 15, 2015 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001699, as assigned to Number Three Wind LLC by Assignment and Assumption Agreement dated February 8, 2019 and recorded March 14, 2019 as Instrument No. 2019-001187, and as amended by that certain Amendment to Lease and Memorandum of Lease between John E. O'Brien and Sue E. O'Brien and Number Three Wind LLC, dated May 3, 2019 and recorded May 22, 2019 as Instrument No. 2019-002450 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Commencing at a point in the center of the Number Three Road (49.5-foot width), said point also being the northeasterly corner of a 66.11-acre parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,174.93 feet North and 1,087,787.41 feet East;

thence along the easterly and westerly lines of said 66.11-acre parcel, the following three courses and distances:

South 34 degrees 35 minutes 28 seconds West, in part with a barbed wire fence, a distance of 750.87 feet to a point, said point being South 34 degrees 35 minutes 28 seconds West a distance of 0.34 feet from a found 1/2-inch rebar (extends 0.8 feet above grade);

North 71 degrees 42 minutes 01 seconds West a distance of 97.41 feet to a found 1-inch iron pin (extends 0.4 feet above grade);

South 81 degrees 36 minutes 39 seconds West a distance of 168.68 feet to the northwesterly corner of a 17.47-acre parcel of land conveyed by Daniel R. and Gail A. Klosner to Thomas Z., Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21, said point being South 04 degrees 41 minutes 26 seconds West a distance of 0.24 feet from a found 1/2-inch rebar (extends 0.8 feet above grade), said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,562.78 feet North and 1,087,101.77 feet East, said point being the Point of Beginning;

thence South 04 degrees 41 minutes 26 seconds West, along the westerly line of said 17.47-acre parcel, a distance of 1,964.02 feet to a 1/2-inch iron pipe (extends 1.4 feet above grade) found on the northerly line of a 55-acre parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence North 85 degrees 40 minutes 33 seconds West, in part with a barbed wire fence and along the northerly line of said 55-acre parcel, a distance of 761.19 feet to a 1/2-inch rebar (extends 0.4 feet above grade) found at the northeasterly corner of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence North 85 degrees 31 minutes 22 seconds West, in part with a barbed wire fence, a distance of 988.52 feet to a 3/4-inch iron pipe (extends 1.0 feet above grade) found at the southeasterly corner of a parcel of land conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence along the easterly line of Walter J. and Doris Kennell, the following three courses and distances:

1. North 05 degrees 49 minutes 41 seconds East a distance of 738.93 feet to a found 5/8-inch rebar (extends 0.7 feet above grade);
2. North 34 degrees 55 minutes 30 seconds East a distance of 223.65 feet to a found 3/4-inch rebar (extends 0.6 feet above grade);
3. North 47 degrees 32 minutes 01 seconds East a distance of 875.29 feet to a 1-inch iron pin (extends 0.7 feet above grade) found on the southerly line of said 66.11-acre parcel;

thence along the southerly and easterly lines of said 66.11-acre parcel, the following three courses and distances:

1. North 83 degrees 40 minutes 49 seconds East a distance of 743.88 feet to a found 1-inch iron pin (extends 0.8 feet above grade);
2. North 14 degrees 10 minutes 06 seconds East a distance of 197.98 feet to a found 1-inch iron pin (extends 0.6 feet above grade);
3. North 81 degrees 36 minutes 39 seconds East a distance of 271.47 feet to the Point of Beginning.

To contain 59.971 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064.

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).

WNYNO30002 SBL Nos. 158.-2-3.1; 158.-2-4; 158.-2-6; 158.-2-8; 159.-1-1; 159.-1-6.12; 159.-1-12.1; 159.-2-8.11; 176.-1-5.12; 176.-1-5.2; 176.-2-2.1 (Town of Lowville) Walter J. Kennell

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated August 11, 2015 and recorded in the Lewis County Clerk's Office on October 30, 2015 as Instrument No. 2015-005271, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded October 31, 2018 in Instrument 2018-005473, and as amended by Amendment to Lease and Memorandum of Lease between Walter J. Kennell and Doris Kennell and Number Three Wind LLC dated June 4, 2019 and recorded June 21, 2019 as Instrument No. 2019-003111 regarding the parcels below:

PARCEL 2

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 6 and 13 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the northerly bounds of New York State Route 12 (variable width) with the westerly line of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,464.60 feet North and 1,074,287.23 feet East;

thence North 05 degrees 31 minutes 14 seconds East, in part with a barbed wire fence and along the westerly line of Great Lot 13, a distance of 2,473.91 feet to the southeasterly corner of a parcel of land conveyed by Eloise L. Powis to Jeffery A. Powis by deed dated January 18, 2002 and recorded in the Lewis County Clerk's Office on January 28, 2002 in Liber 691 of Deeds at Page 71;

thence North 47 degrees 46 minutes 13 seconds East, generally with a barbed wire fence and along the easterly line of Jeffrey A. Powis, a distance of 560.07 feet to the southwesterly corner of a parcel of land conveyed by Ronald and Allison Sheldon to Allison Sheldon and Carolyn Sheldon by deed dated June 12, 1979 and recorded in the Lewis County Clerk's Office on June 13, 1979 in Liber 399 of Deeds at Page 28;

thence South 86 degrees 05 minutes 00 seconds East, in part with a barbed wire fence and along the southerly line of Allison Sheldon and Carolyn Sheldon, a distance of 2,073.72 feet to a point.

thence South 05 degrees 18 minutes 20 seconds West, in part with a barbed wire fence, in part along the westerly line of Allison Sheldon and Carolyn Sheldon, and in part along the westerly line of a parcel of land conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613, a distance of 4,120.62 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following three courses and distances:

1. North 59 degrees 05 minutes 23 seconds West a distance of 2273.36 feet to a point;
2. North 58 degrees 50 minutes 49 seconds West a distance of 195.90 feet to a point;
3. North 58 degrees 26 minutes 47 seconds West a distance of 261.02 feet to the Point of Beginning.

To contain 195.650 acres of land, more or less.

Also all that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the southerly bounds of New York State Route 12 (variable width) with the westerly line of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,391.49 feet North and 1,074,280.16 feet East;

thence along the southerly bounds of New York State Route 12, the following three courses and distances:

1. South 58 degrees 26 minutes 47 seconds East a distance of 229.02 feet to a point;
2. South 58 degrees 50 minutes 49 seconds East a distance of 196.27 feet to a point;
3. South 59 degrees 05 minutes 23 seconds East a distance of 344.93 feet to the northwesterly corner of a 1.190-acre parcel conveyed by Norma Kennell to Galen L. and Cheryl J. Moshier by deed dated July 19, 2004 and recorded in the Lewis County Clerk's Office on July 27, 2004 as Instrument No. 2004-02386;

thence along the westerly, southerly and easterly lines of said 1.190-acre parcel, the following three courses and distances:

1. South 38 degrees 07 minutes 05 seconds West a distance of 218.09 feet to a found 1-inch iron pipe (extends 0.9-feet above grade), said course passing over a 5/8-inch rebar inside a 3/4-inch iron pipe (extends 2.5-feet above grade) found at a distance of 1.38 feet;
2. South 59 degrees 05 minutes 31 seconds East a distance of 207.98 feet to a found 1-inch iron pipe (extends 0.8-feet above grade)
3. North 38 degrees 07 minutes 05 seconds East a distance of 200.37 feet to a point on the southerly bounds of New York State Route 12;

thence along the southerly bounds of New York State Route 12, the following three courses and distances:

1. South 59 degrees 00 minutes 40 seconds East a distance of 275.21 feet to a point;
2. South 68 degrees 39 minutes 33 seconds East a distance of 107.92 feet to a point;
3. South 59 degrees 05 minutes 23 seconds East a distance of 1,373.90 feet to the northwesterly corner of a parcel of land conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence South 03 degrees 47 minutes 20 seconds West, along the westerly line of Walter J. and Doris Kennell, a distance of 688.84 feet to a point on the southerly line of Great Lot 13;

thence along the southerly and westerly lines of Great Lot 13, the following two courses and distances:

1. North 86 degrees 16 minutes 41 seconds West, in part with a barbed wire fence, a distance of 2,488.23 feet to a found 1/2-inch iron pipe (extends 2.1-feet above grade);
2. North 05 degrees 31 minutes 14 seconds East, in generally with a barbed wire fence, a distance of 1,940.88 feet to the Point of Beginning.

To contain 73.356 acres of land, more or less.

The above-described parcels of land are intended to be a portion of the same premises conveyed by Norma Kennell to Water J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613.

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 3

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 20 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of Moody Road (49.5-foot width), said point also being the southeasterly corner of a 13.38-acre parcel conveyed by Dale E. and Julie M Kloster to Ralph J Drelick, Jr. by deed dated October 17, 2007 and recorded in the Lewis County Clerk's Office on November 29, 2007 as Instrument No. 2007-04014, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,342.28 feet North and 1,074,466.38 feet East;

thence North 06 degrees 14 minutes 28 seconds East, in part with a barbed wire fence and along the easterly line of said 13.38-acre parcel, a distance of 1,091.82 feet to a point on the northerly line of Great Lot 20, said course passing over a 1/2-inch iron pipe found at a distance of 1,091.32 feet;

thence South 86 degrees 16 minutes 41 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 20, a distance of 1,971.62 feet to a point on the westerly line of a parcel of land conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence South 03 degrees 36 minutes 38 seconds West, in part with a barbed wire fence and along the westerly line of Walter J. and Doris Kennell, a distance of 716.14 feet to a point in the center of Moody Road;

thence along the center of Moody Road, the following four courses and distances:

1. South 83 degrees 30 minutes 16 seconds West a distance of 543.74 feet to a point;
2. South 83 degrees 43 minutes 13 seconds West a distance of 282.35 feet to a point;
3. South 83 degrees 03 minutes 01 seconds West a distance of 767.41 feet to a point;
4. South 82 degrees 51 minutes 50 seconds West a distance of 461.96 feet to the Point of Beginning.

To contain 41.176 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Norma Kennell to Water J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613.

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 4

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 12 in Township 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds New York State Route 12, said point also being the northeasterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,436.42 feet North and 1,072,578.56 feet East;

South 58 degrees 26 minutes 47 seconds East, along the southerly bounds of New York State Route 12, a distance of 555.98 feet the northwesterly corner of a parcel conveyed to Gallop Cemetery by deed recorded in the Lewis County Clerk's Office in Liber X of Deeds at Page 437;

thence along the westerly and southerly lines of the Gallop Cemetery, the following three courses and distances:

1. South 38 degrees 36 minutes 49 seconds West a distance of 138.39 feet to a point;
2. South 71 degrees 04 minutes 47 seconds East, in part with a barbed wire fence, a distance of 387.02 feet to a point;
3. North 71 degrees 10 minutes 03 seconds East a distance of 43.09 feet to a point on the southerly bounds of New York State Route 12;

thence along the southerly bounds of New York State Route 12, the following five courses and distances:

1. South 18 degrees 36 minutes 57 seconds East a distance of 146.47 feet to a point;
2. North 85 degrees 37 minutes 01 seconds East a distance of 171.82 feet to a point;
3. South 54 degrees 28 minutes 44 seconds East a distance of 193.00 feet to a point;
4. South 76 degrees 49 minutes 11 seconds East a distance of 81.94 feet to a point;
5. South 58 degrees 26 minutes 47 seconds East a distance of 530.83 feet to a point on the easterly line of Great Lot 12;

thence along the easterly and southerly line of Great Lot 12, the following two courses and distances:

1. South 05 degrees 31 minutes 14 seconds West a distance of 1,940.88 feet to a found 1/2-inch iron pipe (extends 2.1 feet above grade)
2. North 86 degrees 02 minutes 25 seconds West, in generally with a barbed wire fence, a distance of 2,791.80 feet to the southeasterly corner of a parcel of land conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ KOVACH LS49092" (extends 0.8 feet above grade) found at a distance of 44.26 feet;

thence North 05 degrees 31 minutes 14 seconds East, generally with a barbed wire fence, along the easterly line of Emmanuel J. and Dorothy A. Widrick, a distance of 1,786.97 feet to the southwesterly corner of Water J. and Doris Kennell (Liber 673 - Page 106);

thence along the southerly and easterly lines of Water J. and Doris Kennell, the following five courses and distances:

1. South 85 degrees 14 minutes 15 seconds East, in part with a barbed wire fence, a distance of 1,011.38 feet to a point;
2. North 14 degrees 45 minutes 45 seconds East a distance of 209.64 feet to a point;
3. North 22 degrees 15 minutes 45 seconds East, in part with a barbed wire fence, a distance of 284.66 feet to a point;
4. North 85 degrees 49 minutes 35 seconds West, in part with a barbed wire fence, a distance of 124.08 feet to a point;
5. North 04 degrees 55 minutes 39 seconds East, in part with a barbed wire fence, a distance of 616.39 feet to the Point of Beginning.

To contain 137.672 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Water J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 5

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 12 in Township No. 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 12 (variable width), said point being the northeasterly corner of a 27 1/4-acre parcel conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,046.54 feet North and 1,071,585.53 feet East;

thence South 58 degrees 26 minutes 00 seconds East, along the southerly bounds of New York State Route 12, a distance of 1,165.50 feet to a point on the westerly line of a 121 1/2-acre parcel conveyed by Walter J. and Doris Kennel, and Paul R. Kennel to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence along the westerly and southerly lines of said 121 1/2-acre parcel, the following two courses and distances:

1. South 04 degrees 55 minutes 39 seconds West, generally with a barbed wire fence, a distance of 616.39 feet to a point;
2. South 85 degrees 49 minutes 35 seconds East, generally with a barbed wire fence, a distance of 124.08 feet to a point on the northerly line of a 143-acre parcel conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence along the northerly line of said 143-acre parcel, the following three courses and distances:

1. South 22 degrees 15 minutes 45 seconds West, in part with a barbed wire fence, a distance of 284.66 feet to a point;
2. South 14 degrees 45 minutes 45 seconds West a distance of 209.64 feet to a point;
3. North 85 degrees 14 minutes 15 seconds West, in part with a barbed wire fence, a distance of 1,011.38 feet to a point on the easterly line of a 50-acre parcel of land conveyed to Emmanuel J. and Dorothy A. Widrick (Instrument No. 2017-000794);

thence along the easterly and northerly lines of said 50-acre parcel, the following two courses and distances:

1. North 05 degrees 31 minutes 14 seconds East, in part with a barbed wire fence, a distance of 466.40 feet to a point;
2. North 85 degrees 49 minutes 35 seconds West, in part with a barbed wire fence, a distance of 175.15 feet to the southeasterly corner of said 27 1/4-acre parcel;

thence North 11 degrees 40 minutes 08 seconds East, in part with a barbed wire fence and along the easterly line of said 27 1/4-acre parcel, a distance of 1,162.50 feet to the Point of Beginning.

To contain 34.452 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 7

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 13 and 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 12 (variable width), said point being on the easterly line of a 275.13-acre parcel conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,402,985.42 feet North and 1,076,621.95 feet East;

thence South 59 degrees 05 minutes 23 seconds East, along the southerly bounds of New York State Route 12, a distance of 212.90 feet to the northwesterly corner of a 0.83-acre parcel conveyed by James Clinton Snyder to Faith Z. Snyder by deed dated December 10, 2004 and recorded in the Lewis County Clerk's Office on February 18, 2005 as Instrument No. 2005-00554;

thence along the westerly, southerly, and easterly lines of said 0.83-acre parcel, the following five courses and distances:

1. South 24 degrees 40 minutes 41 seconds West a distance of 123.42 feet to a found 1-inch iron pipe in concrete (flush with grade), said course passing over a 1-inch iron pipe (0.7 feet below grade) found at a distance of 0.27 feet;
2. South 03 degrees 36 minutes 22 seconds East a distance of 113.73 feet to a found 1-inch iron pipe in concrete (Extends 0.1 feet above grade);
3. South 59 degrees 10 minutes 11 seconds East a distance of 58.93 feet to a found 1-inch iron pipe in concrete (0.1 feet below grade);
4. North 62 degrees 44 minutes 41 seconds East a distance of 80.00 feet to a point;

5. North 28 degrees 46 minutes 59 seconds East a distance of 148.45 feet to a point on the southerly bounds of New York State Route 12, said course passing over a 1-inch iron pipe (0.5 feet below grade) found at a distance of 148.00 feet;

thence along the southerly bounds of New York State Route 12, the following three courses and distances;

1. South 59 degrees 05 minutes 23 seconds East a distance of 545.78 feet to a point;
2. South 58 degrees 56 minutes 06 seconds East a distance of 290.71 feet to a point;
3. South 59 degrees 08 minutes 05 seconds East a distance of 750.38 feet to the northwesterly corner of a parcel conveyed by Bible Brethren Church to Bethany A. Hosmer by deed dated December 24, 1999 and recorded in the Lewis County Clerk's Office on January 13, 2000 in Liber 653 of Deeds at Page 334;

thence South 31 degrees 13 minutes 21 seconds West, along the westerly line of Bethany A. Hosmer, a distance of 235.38 feet to a point in the center of Moody Road (49.5-foot width);

thence along the center of Moody Road, the following four courses and distances:

1. South 84 degrees 08 minutes 22 seconds West a distance of 21.91 feet to a point;
2. South 84 degrees 29 minutes 50 seconds West a distance of 626.91 feet to a point;
3. South 83 degrees 04 minutes 57 seconds West a distance of 632.04 feet to a point;
4. South 83 degrees 30 minutes 16 seconds West a distance of 414.79 feet to the southeasterly corner of a 41.4-acre parcel conveyed to Walter J. and Doris Kennel (Instrument No. 2012-000613);

thence North 03 degrees 36 minutes 38 seconds East, in part with a barbed wire fence, along the easterly line of said 41.4-acre parcel, a distance of 716.14 feet to a point on the northerly line of Great Lot 20;

thence South 86 degrees 16 minutes 41 seconds East, along the northerly line of Great Lot 20, a distance of 23.95 feet to the southeasterly corner of said 275.13-acre parcel;

thence North 03 degrees 47 minutes 20 seconds East, along the easterly line of said 275.13-acre parcel, a distance of 688.84 feet to the Point of Beginning.

To contain 31.325 of land, more or less.

Also, all that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 10, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 12 (variable width), said point being on the easterly line of a 275.13-acre parcel conveyed by Norma Kennel to Walter J. and Doris Kennel by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,403,058.85 feet North and 1,076,627.79 feet East;

thence North 05 degrees 18 minutes 20 seconds East, along the easterly line of said 275.13-acre parcel, a distance of 2,530.45 feet to the southwesterly corner of a parcel conveyed by Ronald and Allison Sheldon to Allison Sheldon and Carolyn Sheldon by deed dated June 12, 1979 and recorded in the Lewis County Clerk's Office on June 12, 1979 in Liber 399 of Deeds at Page 28;

thence South 86 degrees 20 minutes 26 seconds East, in part with a barbed wire fence and along the southerly line of Allison Sheldon and Carolyn Sheldon, a distance of 2,482.16 feet to a point on the easterly line of Great Lot 13;

thence South 04 degrees 06 minutes 31 seconds West, in part with a barbed wire fence and along the easterly line of Great Lot 13, a distance of 1,042.72 feet to the northeasterly corner of a 71-acre parcel conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172;

thence along the northerly and westerly lines of said 71-acre parcel, the following two courses and distances:

1. North 86 degrees 24 minutes 31 seconds West, in part with a barbed wire fence, a distance of 1,257.85 feet to a point;
2. South 03 degrees 07 minutes 34 seconds West, in part with a barbed wire fence, a distance of 596.04 feet to a point;

thence South 12 degrees 10 minutes 31 seconds West, in part with a barbed wire fence, in part along the westerly line of said 71-acre parcel, and in part along the westerly line of a 62.81-acre parcel conveyed by Cristopher and Jennifer J. Kain to Walter J. and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's office on August 28, 2013 as Instrument No. 2013-006220, a distance of 1,461.28 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following two courses and distances:

1. North 58 degrees 56 minutes 06 seconds West a distance of 247.97 feet to a point;
2. North 59 degrees 05 minutes 23 seconds West a distance of 964.94 feet to the Point of Beginning.

To contain 109.152 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613.

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 9

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 13 and 14 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of Vary Road (49.5-foot width), said point also being the southeasterly corner of a 51 1/2-acre parcel conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,402,802.36 feet North and 1,080,142.04 feet East;

thence South 48 degrees 09 minutes 48 seconds West, along the center of Vary Road, a distance of 983.01 feet to the northeasterly corner of a parcel of land conveyed by Christopher and Jennifer J. Kain to Lauren D. and Debbie R. Zehr by deed dated May 11, 2015 and recorded in the Lewis County Clerk's Office on June 4, 2015 as Instrument No. 2015-002435;

thence along the northerly and westerly lines of Lauren D. and Debbie R. Zehr, the following two courses and distances:

1. North 65 degrees 36 minutes 55 seconds West a distance of 355.17 feet to a point, said course passing over a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.5-feet above grade);
2. South 30 degrees 14 minutes 05 seconds West a distance of 164.61 feet to the northeasterly corner of a parcel conveyed to Fair View Cemetery by deed recorded in the Lewis County Clerk's Office in Liber 24 of deeds at Page 217;

thence along the northerly and westerly line of Fair View Cemetery, the following two courses and distances:

1. North 59 degrees 13 minutes 53 seconds West a distance of 264.15 feet to a point;
2. South 30 degrees 37 minutes 14 seconds West a distance of 165.32 feet to the northeasterly corner of a 2.42-acre parcel conveyed by Alan J. Priest to Dickinson L. and Victoria L. Windover by deed dated May 14, 2002 and recorded in the Lewis County Clerk's Office on May 17, 2002 in Liber 697 of Deeds at Page 127;

thence North 85 degrees 51 minutes 59 seconds West, in part with a barbed wire fence, along the northerly line of said 2.42-acre parcel a distance of 612.46 feet to a point on the northerly bounds of New York State Route 12 (variable width), said course passing over a 3/4-inch iron pipe (extends 0.4-feet below grade) found at a distance of 611.91 feet;

thence North 59 degrees 07 minutes 01 seconds West, along the northerly bounds of New York State Route 12, a distance of 481.41 feet to the southeasterly corner of a parcel conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence North 12 degrees 10 minutes 31 seconds East, in part with a barbed wire fence and along the easterly line of Walter J. and Doris Kennell, a distance of 1,265.63 feet to the southwesterly corner of a 71-acre parcel conveyed to Lowell and Joyce Gingerich (Liber 685 - Page 172);

thence South 68 degrees 29 minutes 09 seconds East, generally with a barbed wire fence, in part along the southerly line of said 71-acre parcel, and in part along said 51 1/2-acre parcel (Liber 885 - Page 172), a distance of 2,372.31 feet to the Point of Beginning.

To contain 52.276 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Christopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220.

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).

PARCELS 10 AND 11

SBL No. 159-1-12.1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the division line between the Town of Harrisburg and the Town of Lowville, said point being South 03 degrees 36 minutes 54 seconds West, a distance of 268.00 feet from the northeasterly corner of Great Lot 21, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,617.58 feet North and 1,083,858.16 feet East;

thence South 03 degrees 36 minutes 54 seconds West along the division line between the Town of Harrisburg and the Town of Lowville, a distance of 2,094.45 feet to the northeasterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence North 86 degrees 22 minutes 44 seconds West, along the northerly line of Walter J. and Doris Kennell, a distance of 247.96 feet to the southeasterly corner of a parcel of land conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328;

thence North 03 degrees 36 minutes 54 seconds East, along the easterly line of Delmar K. Long, a distance of 2,016.40 feet to a point at the southeasterly corner of a 1.5-acre parcel conveyed by The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture to Lauren D. and Debbie R. Zehr by deed dated January 27, 1987 and recorded in the Lewis County Clerk's Office on February 17, 1987 in Liber 478 of Deeds at Page 270;

thence North 76 degrees 08 minutes 56 seconds East, along the southerly line of said 1.5-acre parcel, a distance of 259.95 feet to the Point of Beginning.

To contain 11.700 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. Kennell, Doris Kennell and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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).

SBL No. 159-2-8.11

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Beginning at a point on the division line between the Town of Lowville and the Town of Harrisburg, said point also being the northwesterly corner of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,549.12 feet North and 1,083,853.83 feet East;

thence South 85 degrees 24 minutes 35 seconds East, along the northerly line of Great Lot 13, a distance of 312.84 feet to the reputed northwesterly corner of the Willow Grove Cemetery (no deed reference);

thence South 02 degrees 20 minutes 41 seconds West, in part along the reputed westerly line of the Willow Grove Cemetery and in part along the westerly line of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell

by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, a distance of 2,706.00 feet to a point on the northerly line of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence North 85 degrees 58 minutes 08 seconds West, along the northerly line of Wilfred C. and Marilyn Mayer, a distance of 372.78 feet to a point on the division line between the Town of Lowville and the Town of Harrisburg;

thence North 03 degrees 36 minutes 54 seconds East, along the division line between the Town of Lowville and the Town of Harrisburg, a distance of 2,707.95 feet to the Point of Beginning.

To contain 21.296 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 12

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 12 (variable width), said point being North 89 degrees 19 minutes 12 seconds West a distance of 0.47 feet from a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (flush with grade), said point also being the southeasterly corner of a parcel of land conveyed by Paul E. Long to Delmar K. Long, Trustee of the Long Irrevocable Trust by deed dated August 11, 2016 and recorded in the Lewis County Clerk's Office on November 10, 2016 as Instrument No. 2016-005954, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,398,505.09 feet North and 1,082,393.67 feet East;

thence South 44 degrees 31 minutes 48 seconds East, along the southerly bounds of New York State Route 12, a distance of 798.67 feet to the most northerly corner of the remainder of a 234.22-acre parcel conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987, said point being South 38 degrees 49 minutes 10 seconds West a distance of 1.73 feet from a found 2-inch iron pipe (flush with grade);

thence South 38 degrees 49 minutes 10 seconds West, along the northwesterly line of said 234.22-acre remainder parcel, a distance of 881.85 feet to a point on the southerly line of Great Lot 21;

thence along the southerly line of Great Lot 21, the following two courses and distances;

1. North 84 degrees 23 minutes 02 seconds West a distance of 1,215.86 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.3 feet above grade), said course passing over a 3/4-inch iron pipe (extends 2.5 feet above grade) found at a distance of 8.01 feet;
2. North 86 degrees 41 minutes 49 seconds West a distance of 1,499.35 feet to the southeasterly corner of a 234.36-acre parcel conveyed by Kermit K. and Ann Z. Lehman to Steven W. and Elnora L. Widrick by deed dated February 22, 1995 and recorded in the Lewis County Clerk's Office on February 24, 1995 in Liber 581 of Deeds at Page 74;

thence along the easterly line of said 234.36-acre parcel, the following seven courses and distances:

1. North 04 degrees 18 minutes 24 seconds East a distance of 361.94 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.3 feet above grade);
2. North 69 degrees 50 minutes 51 seconds West a distance of 463.77 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.3 feet above grade);
3. North 15 degrees 12 minutes 48 seconds East a distance of 231.92 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade);

4. South 85 degrees 29 minutes 28 seconds East a distance of 447.27 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade);
5. North 30 degrees 16 minutes 56 seconds East a distance of 803.63 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.4 feet above grade);
6. South 73 degrees 52 minutes 23 seconds East a distance of 322.62 feet to a found 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade);
7. North 67 degrees 57 minutes 38 seconds East a distance of 322.46 feet to a 1/2-inch rebar with a 1-inch diameter yellow cap marked "Moncrief PLS 49819" (extends 0.5 feet above grade) found on the southerly line of Delmar K. Long;

thence along the southerly line of Delmar K. Long, the following four courses and distances:

1. North 73 degrees 14 minutes 59 seconds East a distance of 430.08 feet to a point;
2. South 59 degrees 53 minutes 03 seconds East a distance of 608.26 feet to a point;
3. South 40 degrees 11 minutes 28 seconds East a distance of 257.45 feet to a point;
4. South 89 degrees 19 minutes 12 seconds East a distance of 482.88 feet to the Point of Beginning.

To contain 93.812 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Water J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 13

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 12, said point also being the southwesterly corner of a parcel of land conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,399,670.01 feet North and 1,081,470.88 feet East;

thence South 86 degrees 22 minutes 44 seconds East, in part along the southerly line of Delmar K. Long, and in part along the southerly line of a 13 1/3-acre parcel conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106 a distance of 2,259.73 feet to a point on the division line between the Town of Harrisburg and the Town of Lowville;

thence South 03 degrees 36 minutes 54 seconds West, along the division line between the Town of Harrisburg and the Town of Lowville, a distance of 686.83 feet to the northwesterly corner of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence South 38 degrees 49 minutes 10 seconds West, along the westerly line of Wilfred C. and Marilyn Mayer, a distance of 1,096.53 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following two courses and distances:

1. North 44 degrees 34 minutes 28 seconds West a distance of 553.04 feet to a point;
2. North 44 degrees 16 minutes 01 seconds West a distance of 392.37 feet the most southerly corner of a parcel of land conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence along the easterly, northerly, and westerly lines of Walter J. and Doris Kennell (Liber 673 - Page 106), the following three courses and distances:

1. North 48 degrees 19 minutes 59 seconds East a distance of 190.35 feet to a point;
2. North 42 degrees 10 minutes 33 seconds West a distance of 202.75 feet to a point;
3. South 47 degrees 57 minutes 52 seconds West a distance of 193.66 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following five courses and distances:

1. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 02 degrees 06 minutes 57 seconds and a radius of 11,269.50 feet, an arc distance of 416.14 feet to a point (chord: North 41 degrees 32 minutes 52 seconds West, 416.11 feet);
2. North 49 degrees 09 minutes 36 seconds East a distance of 12.43 feet to a point;
3. North 39 degrees 15 minutes 11 seconds West a distance of 294.69 feet to a point;
4. North 41 degrees 57 minutes 34 seconds West a distance of 295.23 feet to a point;
5. North 38 degrees 34 minutes 30 seconds West a distance of 119.18 feet to the Point of Beginning.

To contain 46.302 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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 14

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Commencing at a point on the Division line between the Town of Lowville and the Town of Harrisburg, said point also being the northwesterly corner of Great Lot 13, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,549.12 feet North and 1,083,853.83 feet East;

thence South 85 degrees 24 minutes 35 seconds East, along the northerly line of Great Lot 13, a distance of 312.84 feet to the reputed northwesterly corner of the Willow Grove Cemetery;

thence South 02 degrees 20 minutes 41 seconds West, along the reputed westerly line of the Willow Grove Cemetery, a distance of 212.57 feet to the reputed southwesterly corner of the Willow Grove Cemetery, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,401,311.69 feet North and 1,084,156.97 feet East, said point being the Point of Beginning;

thence South 85 degrees 24 minutes 35 seconds East, along the reputed southerly line of the Willow Grove Cemetery, a distance of 224.09 feet to a point on the westerly line of a 66.11-acre parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence along the westerly and southerly lines of said 66.11-acre parcel, the following six courses and distances:

1. South 01 degrees 06 minutes 43 seconds West a distance of 394.74 feet to a point;
2. South 71 degrees 17 minutes 51 seconds East a distance of 720.81 feet to a point;
3. South 06 degrees 21 minutes 29 seconds East a distance of 188.96 feet to a point;
4. South 76 degrees 16 minutes 50 seconds East a distance of 485.09 feet to a point;
5. North 87 degrees 06 minutes 55 seconds East a distance of 388.44 feet to a point;

6. South 39 degrees 03 minutes 54 seconds East a distance of 174.30 feet to a 1-inch iron pin (extends 0.7 feet above grade) found at the northwesterly corner of a 60-acre parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence along the westerly lines of said 60-acre parcel, the following three courses and distances:

1. South 47 degrees 32 minutes 01 seconds West a distance of 875.29 feet to a found 3/4-inch rebar (extends 0.6 feet above grade);
2. South 34 degrees 55 minutes 30 seconds West a distance of 223.65 feet to a found 5/8-inch rebar (extends 0.7 feet above grade);
3. South 05 degrees 49 minutes 41 seconds West a distance of 738.93 feet to a 3/4-inch iron pipe (extends 1.0 feet above grade) found on the northerly line of a parcel of land conveyed by Clarence E. and Mabel Mayer to Wilfred C. and Marilyn Mayer by deed dated March 5, 1987 and recorded in the Lewis County Clerk's Office on March 5, 1987 in Liber 479 of Deeds at Page 118;

thence North 85 degrees 58 minutes 08 seconds West, along the northerly line of Wilfred C. and Marilyn Mayer, a distance of 1,144.52 feet to the southeasterly corner of a 20-acre parcel conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence North 02 degrees 20 minutes 41 seconds East, along the easterly line of said 20-acre parcel, a distance of 2,493.43 feet to the Point of Beginning.

To contain 63.377 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106.

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).

WNYNO30003 SBL No. 177.-1-5.1 (Town of Lowville) Andrew Nikitich

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated May 1, 2018 and recorded in the Lewis County Clerk's Office on August 21, 2018 as Instrument No. 2018-004137, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Ratification of Agreement and Memorandum of Lease dated March 12, 2019 and recorded in the Lewis County Clerk's Office on April 23, 2019 as Instrument No. 2019-001865, and as amended by Amendment to Lease and Memorandum of Lease dated September 10, 2021 and recorded September 29, 2021 as Instrument No. 2021-005674 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 14 and 17, and 14 (Stowe Square Lot) in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being on the southerly line of a 106-acre parcel of land conveyed by Emma T. Stoltzfus to Amos L. and Barbara C. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000176, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,397,367.83 feet North and 1,092,603.54 feet East;

thence along the center of the Number Three Road, the following three courses and distances:

1. South 42 degrees 31 minutes 00 seconds East a distance of 233.03 feet to a point;
2. South 43 degrees 10 minutes 37 seconds East a distance of 389.76 feet to a point;
3. South 43 degrees 48 minutes 49 seconds East a distance of 566.20 feet to the southeasterly corner of a 24.42-acre parcel of land conveyed to Amos L. and Barbara C. Stoltzfus (Instrument No. 2016-000176);

thence North 04 degrees 10 minutes 12 seconds East, along the easterly line of said 24.42-acre parcel, a distance of 1,212.16 feet to a 1/2-inch rebar with a 1-inch diameter yellow plastic cap (extends 0.1 feet above grade) found on the northerly line of Lot 14, (Stowe Square Lot);

thence South 86 degrees 45 minutes 52 seconds East, in part with a barbed wire fence and along the northerly line of said Stowe Square Lot, a distance of 2,474.63 feet to the northwesterly corner of 22.72-acre parcel conveyed by David M. and Saloma N. Beiler to John

D. and Rachel H. Beiler by deed dated December 30, 2011 and recorded in the Lewis County Clerk's Office on December 30, 2011 as Instrument No. 2011-006423;

thence along the westerly and southerly lines of said 22.72-acre parcel, the following two courses and distances:

1. South 04 degrees 34 minutes 49 seconds West, generally with a barbed wire fence, a distance of 736.29 feet to a point;
2. South 78 degrees 23 minutes 55 seconds East, generally with a barbed wire fence, a distance of 1,254.32 feet to a point on the easterly line of said Stowe Square Lot;

thence South 04 degrees 19 minutes 44 seconds West, along the easterly line of said Stowe Square Lot, a distance of 1,293.52 feet to a point in the center of Buell Road (49.5-foot width);

thence North 85 degrees 56 minutes 08 seconds West, along the center of Buell Road, a distance of 2,676.12 feet to a point in the center of Number Three Road;

thence South 43 degrees 28 minutes 28 seconds East, along the center of Number Three Road, a distance of 17.95 feet to the centerline intersection of the Number Three Road and Rice Road (49.5-foot width);

thence along the center of Rice Road, the following two courses and distances:

1. North 85 degrees 33 minutes 33 seconds West, a distance of 980.02 feet to a point;
2. North 85 degrees 51 minutes 46 seconds West a distance of 581.38 feet to a point on the northerly line of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence along the northerly and westerly lines of Samuel S. and Lydia H. Stoltzfus, the following four courses and distances:

1. North 86 degrees 35 minutes 48 seconds West, a distance of 2,010.04 feet to a point;
2. South 03 degrees 33 minutes 05 seconds West, generally with a barbed wire fence, a distance of 978.81 feet to a point;
3. North 85 degrees 28 minutes 42 seconds West a distance of 81.84 feet to a point;
4. South 03 degrees 33 minutes 05 seconds West, in part with a barbed wire fence, a distance of 180.84 feet to the northeasterly corner of the remainder of a 119-acre parcel conveyed by Benuel H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to Benuel H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961,

thence North 85 degrees 28 minutes 42 seconds West, in part with a barbed wire fence and along the northerly line of said 119-acre remainder parcel, a distance of 485.76 feet to the southeasterly corner of a 19.13-acre parcel conveyed by Stephen M. and Ruth J. Zubrzycki, Benuel H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, and Andrew W. and Sandra E. Nikitich to John S. and Mary I. Swarey by deed dated October 20, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167;

thence along the easterly and northerly lines of said 19.13-acre parcel, the following two courses and distances:

1. North 03 degrees 33 minutes 05 seconds East a distance of 1,372.42 feet to a point;
2. North 68 degrees 26 minutes 12 seconds West, in part with a barbed wire fence, a distance of 582.89 feet to a point on the easterly line of a 29.08-acre parcel conveyed by Benuel H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to John S. and Mary I. Swarey by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on October 13, 2005 as Instrument No. 2005-03492;

thence North 03 degrees 33 minutes 05 seconds East, along the easterly line of said 29.08-acre parcel, a distance of 112.12 feet to a point on the northerly line of Great Lot 17;

thence South 86 degrees 26 minutes 55 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 17, a distance of 1,984.11 feet to the southeasterly corner of said 106-acre parcel;

thence along the southerly line of said 106-acre parcel, the following two courses and distances:

1. North 04 degrees 38 minutes 59 seconds East a distance of 1,263.54 feet to a point;
2. South 85 degrees 25 minutes 36 seconds East, in part with a barbed wire fence, a distance of 780.78 feet to the Point of Beginning.

To contain 256.119 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Edward J. and Christine M. Chrzanowski to Andrew W. and Sandra E. Nikitich by deed dated July 1, 1994 and recorded in the Lewis County Clerk's Office on July 1, 1994 in Liber 573 of Deeds at Page 199.

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).

WNYNO30004 SBL Nos. 177.-1-24.1; 177.-1-1.2; 177.-1-25; 193.-2-2.1 (Town of Lowville) Lloyd Roes & Sons LLC

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated August 18, 2015 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001702, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Lloyd Roes & Sons LLC and Number Three Wind LLC dated May 7, 2019 and recorded May 20, 2019 as Instrument No. 2019-002339 regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 17 and 21 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point also being the southeasterly corner of a 1.34-acre parcel of land conveyed by Lloyd and Clara Roes to Norman D. Roes and Melanie R. Zehr by deed dated January 27, 1989 and recorded in the Lewis County Clerk's Office on June 1, 1990 in Liber 521 of Deeds at Page 281, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,906.78 feet North and 1,088,322.71 feet East;

thence South 33 degrees 18 minutes 19 seconds East, along the westerly bounds of New York State Route 12, a distance of 764.49 feet to the most northerly corner of a 0.675-acre parcel of land conveyed by Carey L. and Marcia L. Koster to Jessica L. Burris by deed dated November 2, 2004 and recorded in the Lewis County Clerk's Office on November 17, 2004 as Instrument No. 2004-03856, said point also being on the southerly top of bank of a gulf;

thence westerly along the northerly line of said 0.675-acre parcel and along the southerly top of bank of said gulf, as it winds and turns, a distance of 250.4 feet, more or less, to the northerly line of a parcel of land conveyed by Clara Roes to Lloyd Roes and Sons, LLC. by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, (chord: South 61 degrees 11 minutes 40 seconds West, 249.60 feet);

thence North 85 degrees 16 minutes 25 seconds West, along the northerly line of Lloyd Roes and Sons, LLC., a distance of 738.68 feet to a point on the westerly line of Great Lot 21;

thence North 04 degrees 12 minutes 52 seconds East, generally with a barbed wire fence, in part along the westerly line of Great Lot 21, and in part along the westerly line of Great Lot 17, a distance of 824.43 feet to the southwesterly corner of a 1.09-acre parcel of land conveyed by Clarence R. and Beulah Y. Widrick to Keith D. and Linda R. Widrick by deed dated December 30, 2008 and recorded in the Lewis County Clerk's Office on January 2, 2009 as Instrument No. 2009-000029;

thence North 75 degrees 50 minutes 17 seconds East, in part with a barbed wire fence and along the southerly line of said 1.09-acre parcel, a distance of 136.11 feet to the northwesterly corner of said 1.34-acre parcel;

thence along the westerly and southerly lines of said 1.34-acre parcel, the following two courses and distances:

1. South 33 degrees 17 minutes 23 seconds East a distance of 250.00 feet to a point;
2. North 75 degrees 50 minutes 17 seconds East a distance of 211.75 feet to the Point of Beginning.

To contain 12.727 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 17 and 21 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point also being the southwesterly corner of a 198.28-acre parcel of land conveyed by Jack P. and Charlene M. Lomeo to Jacob M. and Annie Y. Stoltzfus by deed dated June 2, 2006 and recorded in the Lewis County Clerk's Office on June 2, 2006 as Instrument No. 2006-01778, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,519.15 feet North and 1,087,997.96 feet East;

thence along the southerly and easterly lines of said 198.28-acre parcel, the following two courses and distances:

1. South 86 degrees 36 minutes 46 seconds East, in part with a barbed wire fence, a distance of 2,561.04 feet to a point;
2. North 03 degrees 11 minutes 46 seconds East, generally with a barbed wire fence, a distance of 665.18 feet to the southwesterly corner of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence South 86 degrees 42 minutes 19 seconds East, in part with a barbed wire fence, in part along the southerly line of Samuel S. and Lydia H. Stoltzfus, and in part along the southerly line of a parcel of land conveyed by Emma T. Stoltzfus to Benue J. and Fannie D. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000184, a distance of 793.21 feet to a point on the westerly line of 51-acre parcel of land conveyed by Paul R. and Donna J. Rice to Jacob M. and Annie Y. Stoltzfus by deed dated March 24, 2003 and recorded in the Lewis County Clerk's Office on February 20, 2004 as Instrument No. 2004-00561, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 432.74 feet;

thence South 04 degrees 03 minutes 03 seconds West, in part with a barbed wire fence and along the westerly line of said 51-acre parcel, a distance of 1,544.17 feet to a point on the southerly line of Great Lot 17;

thence North 85 degrees 09 minutes 46 seconds West, along the southerly line of Great Lot 17, a distance of 762.44 feet to a point on the northerly line of a parcel of land conveyed by Community Bank, N.A. to Kirk L. and Patricia J. Herse by deed dated July 24, 2002 and recorded in the Lewis County Clerk's Office on September 11, 2002 as Instrument No. 2002-01133;

thence South 83 degrees 39 minutes 22 seconds West, in part along the northerly line of Kirk L. and Patricia J. Herse and in part along the northerly line of a 1.06-acre parcel of land conveyed by Marvin D. and Sandra Roes to Roes Irrevocable Trust by deed dated February 22, 2018 and recorded in the Lewis County Clerk's Office on February 23, 2018 as Instrument No. 2018-000910, a distance of 1,574.12 feet to the southeasterly corner of a 1.02-acre parcel of land conveyed by Lloyd and Carla Roes to Calvin J. and Marcia J. Roes by deed dated August 12, 1987 and recorded in the Lewis County Clerk's Office on August 12, 1987 in Liber 484 of Deeds at Page 288;

thence along the easterly and northerly lines of said 1.02-acre parcel, the following two courses and distances:

1. North 30 degrees 17 minutes 17 seconds West a distance of 266.29 feet to a point;
2. South 65 degrees 51 minutes 43 seconds West a distance of 162.74 feet to a point on the easterly bounds of New York State Route 12;

thence North 33 degrees 17 minutes 43 seconds West, along the easterly bounds of New York State Route 12, a distance of 1,219.50 feet to the Point of Beginning.

To contain 77.376 acres of land, more or less.

The above-described parcels of land are intended to be a portion of the same premises conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035.

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 2

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 14 in Township 11, and being more precisely described as follows:

Beginning at the centerline intersection of the Number Three Road (49.5-foot width) with Willow Grove Road (49.5-foot width), said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,795.24 feet North and 1,088,476.93 feet East;

thence along the center of the Number Three Road, the following four courses and distances:

1. South 61 degrees 40 minutes 34 seconds East a distance of 1,307.82 feet to a point;
2. along a curve deflecting to the right, having a central angle of 15 degrees 55 minutes 15 seconds and a radius of 1,853.16 feet, an arc distance of 514.94 feet to a point (chord: South 54 degrees 54 minutes 58 seconds East, 513.29 feet);
3. South 46 degrees 30 minutes 53 seconds East a distance of 266.96 feet to a point;
4. South 46 degrees 12 minutes 46 seconds East a distance of 1,782.06 feet to the northwesterly corner of a 106-acre parcel of land conveyed by Emma T. Stoltzfus to Amos L. and Barbara C. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000176;

thence along the westerly line of said 106-acre parcel, the following three courses and distances:

1. South 04 degrees 38 minutes 29 seconds West, in part with a barbed wire fence, a distance of 1,229.48 feet to a point;
2. North 85 degrees 12 minutes 15 seconds West, in part with a barbed wire fence, a distance of 602.25 feet to a point;
3. South 04 degrees 54 minutes 43 seconds West, in part with a barbed wire fence, a distance of 1,059.82 feet to a point on the southerly line of Great Lot 14;

thence North 86 degrees 26 minutes 55 seconds West, in part with barbed wire fence and along the southerly line of Great Lot 14, a distance of 2,597.25 feet to a point in the center of Willow Grove Road;

thence along the center of Willow Grove Road, the following two courses and distances:

1. North 04 degrees 07 minutes 56 seconds East a distance of 2,293.47 feet to a point;
2. North 04 degrees 29 minutes 08 seconds East a distance of 2,121.52 feet to the Point of Beginning.

To contain 243.576 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Lloyd Roes & Sons to Lloyd Roes & Sons, LLC by deed dated September 22, 2011 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005036.

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).

PARCELS 3 AND 4

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 17 in Township 11, and being more precisely described as follows:

Beginning at a point in the centerline of Willow Grove Road (49.5-foot width), said point also being the southwest corner of a 29.08-acre parcel of land conveyed by Benue H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to John S. and Mary I. Swarey by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on October 13, 2005 as Instrument No. 2005-03492, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,395,602.45 feet North and 1,088,093.12 feet East;

thence South 86 degrees 26 minutes 55 seconds East, along the southerly line of said 29.08-acre parcel, a distance of 1,603.42 feet to a point on the westerly line of a 19.13-acre parcel of land conveyed by Stephen M. and Ruth J. Zubrzycki, Benue H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, and Andrew W. and Sandra E. Nikitich to John S. and Mary I. Swarey by deed dated October 20, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167;

thence South 03 degrees 33 minutes 05 seconds West, in part with a barbed wire fence and along the westerly line of said 19.13-acre parcel, a distance of 863.39 feet to a point on the northerly line of the remainder of a 119-acre parcel of land conveyed by Benue H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to Benue H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961;

thence North 85 degrees 28 minutes 42 seconds West, generally with a barbed wire fence, along the northerly line of said 119-acre parcel, a distance of 1,605.99 feet to a point in the center of Willow Grove Road;

thence along the center of the Willow Grove Road, the following three courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 03 degrees 30 minutes 52 seconds and a radius of 1,905.50 feet, an arc distance of 116.89 feet to a point (chord: North 05 degrees 05 minutes 06 seconds East, 116.87 feet);
2. North 03 degrees 19 minutes 40 seconds East a distance of 386.19 feet to a point;
3. North 03 degrees 40 minutes 28 seconds East a distance of 333.19 feet to the Point of Beginning.

To contain 31.284 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035.

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).

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 20 and 21 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point also being the northeasterly corner of a 0.14-acre parcel of land conveyed by Community Bank, N.A. to Kirk L. and Patricia J. Herse by deed dated July 24, 2002 and recorded in the Lewis County Clerk's Office on September 11, 2002 as Instrument No. 2002-01133, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,390,660.56 feet North and 1,089,141.57 feet East;

thence along the northerly line of Kirk L. and Patricia J. Herse, the following seven courses and distances:

1. South 66 degrees 19 minutes 01 seconds West, in part with a barbed wire fence, a distance of 173.59 feet to a point;
2. South 82 degrees 00 minutes 17 seconds West, in part with a barbed wire fence, a distance of 614.18 feet to a point;
3. South 28 degrees 15 minutes 17 seconds West a distance of 152.00 feet, more or less, to a point in the center of a stream or gulf;
4. southwesterly along the center of said stream or gulf, as it winds and turns, a distance of 895.5 feet, more or less, as it winds and turns, to a point, (chord: South 46 degrees 40 minutes 08 seconds West a distance of 815.57 feet);
5. South 03 degrees 13 minutes 00 seconds West a distance of 250.57 feet to a point;
6. North 86 degrees 49 minutes 13 seconds West, in part with a barbed wire fence, a distance of 2,102.59 feet to a point;
7. South 03 degrees 13 minutes 00 seconds West a distance of 212.22 feet to a point on the northerly line of a parcel of land conveyed by Samuel B. and Hannah H. Stoltzfus to Joseph S. and Fannie H. Stoltzfus by deed dated August 6, 2010 and recorded in the Lewis County Clerk's Office on August 9, 2010 as Instrument No. 2010-004243;

thence North 86 degrees 49 minutes 13 seconds West, in part with a barbed wire fence and along the northerly line of Joseph S. and Fannie H. Stoltzfus, a distance of 941.32 feet to a point;

thence North 02 degrees 59 minutes 53 seconds East, in part with a barbed wire fence, in part along the easterly line of Joseph S. and Fannie H. Stoltzfus, and in part along the easterly line of a 60-acre parcel of land conveyed by Clarence R. and Beulah Y. Widrick to Luke C. and Michele N. Widrick by deed dated December 30, 2008 and recorded in the Lewis County Clerk's Office on January 29, 2009 as Instrument No. 2009-000470, a distance of 1,958.93 feet to the southwesterly corner of a 2-acre parcel conveyed to Luke C. and Michele N. Widrick (Instrument No. 2009-000470), said course passing over a 3/4-inch iron pipe (0.1 feet below grade) found at a distance of 750.65 feet;

thence North 52 degrees 55 minutes 00 seconds East, in part with a barbed wire fence and along the southeasterly line of said 2-acre parcel a distance of 624.96 feet to a point on the southerly line of Great Lot 20;

thence South 85 degrees 29 minutes 53 seconds East, in part with a barbed wire fence and along the southerly line of Great Lot 20, a distance of 1,134.38 feet, to a point in the center of a stream or gulf;

thence easterly along the center of said stream or gulf, as it winds and turns, a distance of 1,681.2 feet, more or less, to the southwesterly corner of a parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, (chord: South 68 degrees 33 minutes 58 seconds East a distance of 1,516.67 feet);

thence South 85 degrees 16 minutes 25 seconds East, along the southerly line of Lloyd Roes & Sons, LLC, a distance of 738.68 feet to the most westerly corner of a 0.675-acre parcel of land conveyed by Carey L and Marcia L. Koster to Jessica L. Burris by deed dated November 2, 2004 and recorded in the Lewis County Clerk's Office on November 17, 2004 as Instrument No. 2004-03856;

thence along the southerly line of said 0.675-acre parcel, the following two courses and distances:

1. South 68 degrees 42 minutes 39 seconds East a distance of 147.57 feet to a point;
2. North 73 degrees 50 minutes 12 seconds East a distance of 170.92 feet to a point on the westerly bounds of New York State Route 12, said course passing over a 1 1/2-inch iron pipe (extends 0.2 feet above grade) found at a distance of 42.49 feet;

thence South 33 degrees 18 minutes 19 seconds East, along the westerly bounds of New York State Route 12, a distance of 575.58 feet to the Point of Beginning.

To contain 163.716 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035.

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).

WNYNO30005 SBL No. 158.-1-13.211 (Town of Lowville) Rebecca Widrick

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated September 30, 2015 and recorded in the Lewis County Clerk's Office on October 30, 2015 as Instrument No. 2015-005269, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, and amended by Amendment to Lease and Memorandum of Lease dated May 28, 2019 and recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019-002791.

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 11, 12 and 19 in Township 10, and being more precisely described as follows:

Beginning at a point on the of southerly bounds of New York State Route 12 (variable width), said point also being the northeasterly corner of a 47.02-acre parcel conveyed by William F. Kuhlmann to Lillian I. Kuhlmann Lindergren and Stephen Dacek by deed dated July 13, 2002 and recorded in the Lewis County Clerk's Office on September 25, 2002 as Instrument No. 2002-01289, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,620.25 feet North and 1,070,651.38 feet East;

thence along the southerly bounds of New York State Route 12, the following two courses and distances:

1. South 58 degrees 28 minutes 56 seconds East a distance of 769.93 feet to a point;
2. South 58 degrees 21 minutes 16 seconds East a distance of 326.33 feet to the northwesterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Waler J. and Doris Kennell by deed dated February 7, 2007 and recorded in the Lewis County Clerk's Office on February 7, 2007 in Liber 673 of Deeds at Page 106;

thence along the westerly line of Walter J. and Doris Kennell, the following four courses and distances:

1. South 11 degrees 40 minutes 08 seconds West, in part with a barbed wire fence, a distance of 1162.50 feet to a point;

2. South 85 degrees 49 minutes 35 seconds East, in part with a barbed wire fence, a distance of 175.15 feet to a point;
3. South 05 degrees 31 minutes 14 seconds West, in part with a barbed wire fence, a distance of 2,253.37 feet to a point on the southerly line of Great Lot 12;
4. South 86 degrees 02 minutes 25 seconds East, in part with a barbed wire fence and along the southerly line of Great Lot 12 a distance of 433.81 feet to the northwesterly corner of a parcel of land conveyed by Dale E. and Julie M. Kloster to Samuel S. and Katie H. Swarey by deed dated October 17, 2007 and recorded in the Lewis County Clerk's Office on October 19, 2007 as Instrument No. 2007-03547, said point being South 04° 21' 13" West, a distance of 1.97 feet from a found 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.4-feet above grade);

thence South 04 degrees 21 minutes 13 seconds West, in part with a barbed wire fence, along the westerly line of Samuel S. and Katie H. Swarey, a distance of 587.29 feet the northeasterly corner of a parcel of land conveyed by Clarence R. and Beulah Y. Widrick to Paul A. and Dawn V. Widrick by deed dated January 1, 2006 and recorded in the Lewis County Clerk's Office on February 23, 2007 as Instrument No. 2007-00604, said course passing over a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2-feet above grade);

thence North 85 degrees 54 minutes 46 seconds West, in part with a barbed wire fence, along the northerly line of Paul A. and Dawn V. Widrick, a distance of 2,347.29 feet to a point on the westerly line of Great Lot 19;

thence North 04 degrees 07 minutes 22 seconds East, along the westerly line of Great Lot 19, a distance of 595.40 feet to a point in the center of Cobb Road (49.5-foot width);

thence along the center of Cobb Road, the following two courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 14 degrees 13 minutes 07 seconds and a radius of 317.00 feet, an arc distance of 78.67 feet to a point (chord: North 11 degrees 45 minutes 55 seconds East, 78.46 feet);
2. North 04 degrees 39 minutes 22 seconds East a distance of 662.62 feet to the northeasterly corner of a parcel of land conveyed to Paul A. and Dawn V. Widrick (Instrument No. 2007-00604);

thence along the northerly line of Paul A. and Dawn V. Widrick, the following four courses and distances:

1. North 68 degrees 32 minutes 14 seconds West, in part with a barbed wire fence, a distance of 1,060.02 feet to a point;
2. North 85 degrees 50 minutes 26 seconds West a distance of 240.97 feet to a point;
3. South 03 degrees 54 minutes 34 seconds West, generally with a barbed wire fence, a distance of 1,051.38 feet to a point on the southerly line of Great Lot 11
4. North 86 degrees 52 minutes 22 seconds West, generally with a barbed wire fence and along the southerly line of Great Lot 11 a distance of 1,246.35 feet to the southeasterly corner of an 88.53-acre parcel conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder, by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175;

thence along the easterly line of Robert L. and Eva M. Snyder (Liber 211 - Page 175), the following three courses and distances:

1. North 03 degrees 54 minutes 34 seconds East, generally with a barbed wire fence and stonewall, a distance of 2,261.57 feet to a point;
2. South 86 degrees 20 minutes 12 seconds East, in part with a barbed wire fence, a distance of 121.85 feet to a point;
3. North 04 degrees 30 minutes 07 seconds East, generally with a barbed wire fence, a distance of 886.47 feet to a point in the center of Humphrey Road (49.5-foot width);

thence along the center of Humphrey Road, the following five courses and distances:

1. North 82 degrees 31 minutes 28 seconds East a distance of 67.66 feet to a point;
2. along a curve deflecting to the left, having a central angle of 21 degrees 09 minutes 39 seconds and a radius of 900.50 feet, an arc distance of 332.58 feet to a point (chord: North 71 degrees 56 minutes 39 seconds East, 330.69 feet);

3. North 61 degrees 21 minutes 49 seconds East a distance of 543.15 feet to a point;
4. North 60 degrees 20 minutes 04 seconds East a distance of 934.67 feet to a point;
5. North 59 degrees 05 minutes 53 seconds East a distance of 675.69 feet to a point on the southerly bounds of New York State Route 12;

thence along the southerly bounds of New York State Route 12, the following three courses and distances:

1. South 04 degrees 42 minutes 36 seconds East a distance of 27.58 feet to a point;
2. South 51 degrees 59 minutes 57 seconds East a distance of 208.91 feet to a point;
3. South 45 degrees 55 minutes 04 seconds East a distance of 32.56 feet to a point in the center of Cobb Road;

thence along the center of Cobb Road, the following two courses and distances:

1. South 03 degrees 33 minutes 08 seconds West a distance of 745.11 feet to a point;
2. South 04 degrees 02 minutes 26 seconds West a distance of 456.59 feet to the southwesterly corner of a parcel of land conveyed by Charles Marolf to Walter J. and Doris Kennell by deed dated July 27, 2016 and recorded in the Lewis County Clerk's Office on July 27, 2016 as Instrument No. 2016-003927;

thence along the southerly and easterly lines of Walter J. and Doris Kennell, the following two courses and distances:

1. North 87 degrees 53 minutes 08 seconds East a distance of 322.90 feet to a point;
2. North 08 degrees 11 minutes 08 seconds East a distance of 358.38 feet to a point on the southerly line of said 47.02-acre parcel;

thence along the southerly and easterly lines of said 47.02-acre parcel, the following two courses and distances:

1. South 76 degrees 26 minutes 52 seconds East a distance of 631.62 feet to a point
2. North 03 degrees 33 minutes 08 seconds East a distance of 507.36 feet to the Point of Beginning.

To contain 371.816 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794.

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).

WNYNO30044 SBL No. 177.-1-20.1 (Town of Lowville) Richard F. Weller and Margaret T. Weller

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated January 7, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001697, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated February 8, 2019 and recorded in the Lewis County Clerk's Office on March 14, 2019 as Instrument No. 2019-001187, as amended by Amendment to Lease and Memorandum of Lease between Richard F. Weller and Margaret T. Weller and Number Three Wind LLC, dated May 21, 2019 and recorded in the Lewis County Clerk's Office on May 31, 2019 as Instrument No. 2019-002614 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lot 15 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the most northerly corner of a 20.0-acre parcel of land conveyed by Paul R. and Donna J. Rice to Jacob M. and Annie Y. Stoltzfus by deed dated March 24, 2003 and recorded in the Lewis County Clerk's Office on February 20, 2004 as Instrument No. 2004-00561, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,492.07 feet North and 1,096,585.84 feet East;

thence South 56 degrees 02 minutes 45 seconds West, generally with a barbed wire fence and along the northerly line of said 20.0-acre parcel, a distance of 783.89 feet to a point on the southerly line of Stowe Square Lot 15;

thence North 86 degrees 21 minutes 34 seconds West, generally with a barbed wire fence and along the southerly line of Stowe Square Lot 15, a distance of 1,168.20 feet to a 1/2-inch rebar (extends 0.6 feet above grade) found at the southeasterly corner of a parcel of land conveyed by Emma T. Stoltzfus to Benuel J. and Fannie D. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000184;

thence North 03 degrees 23 minutes 56 seconds East, generally with a barbed wire fence, in part along the easterly line of Benuel J. and Fannie D. Stoltzfus, and in part along a 65-acre parcel conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177, a distance of 2,324.52 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade) found at a distance of 619.62 feet and passing over the center of the Number Three Road at a distance of 1,848.50 feet;

thence South 85 degrees 56 minutes 08 seconds East, along the center of Buell Road, a distance of 1,593.73 feet to the northwesterly corner of a 24.00-acre parcel conveyed by Richard F. and Margaret T. Weller to Joseph P. and Susan G. Schultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873;

thence South 03 degrees 54 minutes 37 seconds West, along the westerly line of said 24.00-acre parcel, a distance of 1,674.32 feet to a point in the center of the Number Three Road, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 24.58 feet, and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.2 feet above grade) found at a distance of 1,643.30 feet;

thence South 49 degrees 27 minutes 33 seconds East, along the center of the Number Three Road, a distance of 266.75 feet to the Point of Beginning.

To contain 83.624 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

EXCEPTING THEREFROM THE FOLLOWING LANDS:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Beginning at a point in the reputed center of the right-of-way of Buell Road (gravel-49.5 foot width), said point being 5.7 feet southerly from the traveled centerline of Buell Road, said point also being the northwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point having New York State plan coordinates (NAD83/2011- Central Zone) of 1,395,335.88 feet North and 1,096,497.30 feet East;

Thence South 03 degrees 54 minutes 37 seconds West, along the westerly line of said 24.00-acre parcel a distance of 300.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates - Canton, NY" (herein after referred to as 5/8-inch rebar), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kobach LS 049092" (extending 0.1 feet above grade) found on the southerly right-of-way of Buell Road;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following two courses and distances:

1. North 85 degrees 56 minutes 08 seconds West a distance of 300.00 feet to a set 5/8-inch rebar;
2. North 03 degrees 54 minutes 37 seconds East a distance of 300.00 feet to a point in the reputed center of the right-of-way of Buell Road, said point being 0.8 feet southerly of the traveled centerline of Buell Road, said course passing over a 5/8-inch rebar set on the southerly right-of-way of Buell Road at a distance of 275.25 feet;

Thence South 85 degrees 56 minutes 08 seconds East, along the reputed center of the right-of-way of Buell Road, a distance of 300.00 feet to the **Point of Beginning**.

To contain 2.066 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 Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan – Final Plat, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019 and distinguished as Drawing No. CK3818-08-17 O&M.

AND

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 15 in Township No. 11, and being more precisely described as follows:

Commencing at a point in the centerline of the Number Three Road (49.5-foot width), said point being the southwesterly corner of a 24.00-acre parcel of land described in a conveyance from Richard F. and Margaret T. Weller to Joseph P. and Susan G. Shultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873, said point also being South 03 degrees 54 minutes 37 seconds West a distance of 31.02 feet from a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS 049092" (extending 0.2 feet above grade) found on the northerly right-of-way of the Number Three Road, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,655.46 feet North and 1,096,383.12 feet East;

Thence North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 511.12 feet to a point, said point having New York State plane coordinates (NAD83/2011 – Central Zone) of 1,393,997.67 feet North and 1,095,994.70 feet East, said point also being the **Point of Beginning**;

Thence continuing North 49 degrees 27 minutes 38 seconds West, along the centerline of the Number Three Road, a distance of 330.00 feet to a point;

Thence through a parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, the following three courses and distances:

1. North 40 degrees 32 minutes 22 seconds East a distance of 440.00 feet to a set 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates – Canton, NY" (herein after referred to as a 5/8-inch rebar), said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 24.75 feet;
2. South 49 degrees 27 minutes 38 seconds East, parallel with and 415.25 feet distant northeasterly from the center of the Number Three Road, a distance of 330.00 feet to a set 5/8-inch rebar;
3. South 40 degrees 32 minutes 22 seconds West a distance of 440.00 feet to the Point of Beginning, said course passing over a 5.8-inch rebar set on the northerly right-of-way of the Number Three Road at a distance of 415.25 feet.

To contain 3.333 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 Richard A. and Helen F. Weller to Richard F. Weller and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065.

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).

A map of the above described parcel of land titled "Subdivision Plan – Final Plot, 2.066 Acre Substation Parcel, 3.333 Acre O&M Facility, Lands of Richard F. and Margaret T. Weller" was prepared by Thew Associates PE-LS, PLLC, dated June 28, 2019, and distinguished as Drawing No. CK3818-08-17 O&M.

WNYNO30011 SBL No. 159.-1-11.1 (Town of Lowville) Lauren D. Zehr and Debbie R. Zehr

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated January 7, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001698, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated February 8, 2019 and recorded in the Lewis County Clerk's Office on March 14, 2019 as Instrument No. 2019-001187, as amended by Amendment to Lease and Memorandum of Lease between Lauren d. Zehr and Debbie R. Zehr and Number Three Wind LLC dated May 8, 2019 and recorded in the Lewis County Clerk's Office on May 20, 2019 as Instrument No. 2019-002340 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 14 and 21 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the center of the Number Three Road, with the easterly line of a 47.54-acre parcel conveyed by Dale E. and Julie M. Kloster to Lauren D. and Debbie R. Zehr by deed dated October 29, 2007 and recorded in the Lewis County Clerk's Office on October 31, 2007 as Instrument No. 2007-03703, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,469.22 feet North and 1,082,899.35 feet East;

thence North 09 degrees 58 minutes 19 seconds East, along the easterly line of said 47.54-acre parcel a distance of 1,949.59 feet to a point on the northerly line of Great Lot 14;

thence South 86 degrees 16 minutes 19 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 14, a distance of 920.82 feet to a point on the division line between the Town of Harrisburg and the Town of Lowville;

thence South 03 degrees 36 minutes 54 seconds West, in part with a barbed wire fence and along the division line between the Town of Harrisburg and the Town of Lowville, a distance of 4,721.30 feet to the northeasterly corner of a parcel of land conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence along the northerly and westerly lines of Walter J. and Doris Kennell, the following two courses and distances:

1. South 76 degrees 08 minutes 56 seconds West a distance of 259.95 feet to a point;
2. South 03 degrees 36 minutes 54 seconds West a distance of 65.55 feet to the northeasterly corner of a parcel conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328;

thence along the northerly lines of Delmar K. Long, the following three courses and distances:

1. South 78 degrees 08 minutes 56 seconds West a distance of 914.72 feet to a point;
2. North 03 degrees 57 minutes 59 seconds East a distance of 702.55 feet to a point on the northerly line of Great Lot 21;
3. North 87 degrees 22 minutes 17 seconds West, along the northerly line of Great Lot 21, a distance of 331.51 feet to the southeasterly corner of a 25-acre parcel conveyed by Christopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220;

thence North 10 degrees 26 minutes 23 seconds East, in part along the easterly line of said 25-acre parcel and in part along the easterly line of a 175.25-acre parcel conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172, a distance of 1,466.82 feet to the southeasterly corner of said 47.54-acre parcel;

thence North 10 degrees 09 minutes 59 seconds East, along the easterly line of said 47.54-acre parcel a distance of 1,092.95 feet to the Point of Beginning.

To contain 132.974 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture to Lauren D. and Debbie R. Zehr by deed dated January 27, 1987 and recorded in the Lewis County Clerk's Office on February 17, 1987 in Liber 478 of Deeds at Page 270.

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).

WNYNO30013 SBL No. 159.-1-13.3 (Town of Lowville) Delmar K. Long

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated January 7, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001694, assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018, and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Delmar K. Long and Number Three Wind LLC dated May 29, 2019 and recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019-002786 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 21 in Township 10, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 12, said point being on the southerly line of a 45.196-acre parcel conveyed by Dean M. Vogt to Red Sunset Enterprises, Inc. by deed dated July 5, 2001 and recorded in the Lewis County Clerk's Office on July 19, 2001 in Liber 681 of Deeds at Page 263, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,636.59 feet North and 1,080,621.41 feet East;

thence along the southerly and easterly lines of said 45.196-acre parcel, the following seven courses and distances:

1. North 70 degrees 55 minutes 59 seconds East a distance of 156.57 feet to a point;
2. North 75 degrees 30 minutes 59 seconds East a distance of 522.50 feet to a point;
3. South 57 degrees 31 minutes 17 seconds East a distance of 89.73 feet to a point;
4. North 76 degrees 28 minutes 43 seconds East a distance of 214.97 feet to a point;
5. North 12 degrees 48 minutes 17 seconds West a distance of 69.22 feet to a found 3/4-inch iron pipe (extends 1.3 feet above grade);
6. North 75 degrees 30 minutes 59 seconds East a distance of 493.38 feet to a point;
7. North 02 degrees 35 minutes 43 seconds East a distance of 957.70 feet to a 3/4-inch iron pipe (extends 0.4 feet above grade) found on the northerly line of Great Lot 21;
thence South 87 degrees 22 minutes 17 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 21, a distance of 706.83 feet to a point on the southerly line of a parcel conveyed by The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture to Lauren D. and Debbie R. Zehr by deed recorded in the Lewis County Clerk's Office on February 17, 1987 in Liber 478 of Deeds at Page 270;

thence along the southerly line of Lauren D. and Debbie R. Zehr, the following two courses and distances:

1. South 03 degrees 57 minutes 59 seconds West a distance of 702.55 feet to a point;
2. North 73 degrees 48 minutes 23 seconds East a distance of 914.72 feet to the northwesterly corner of a 13 1/3-acre parcel conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Water J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106;

thence South 03 degrees 36 minutes 54 seconds West, along the westerly line of said 13 1/3-acre parcel, a distance of 1,950.85 feet to a point on the northerly line of a parcel of land conveyed to Walter J. and Doris Kennell (Liber 673 - Page 106);

thence North 86 degrees 22 minutes 44 seconds West, along the northerly line of Walter J. and Doris Kennell, a distance of 2,011.77 feet to a point on the northerly bounds of New York State Route 12;

thence along the northerly bounds of New York State Route 12, the following five courses and distances:

1. North 38 degrees 34 minutes 30 seconds West a distance of 205.29 feet to a point;
2. along a curve deflecting to the left, having a central angle of 02 degrees 39 minutes 11 seconds and a radius of 10,278.00 feet, an arc distance of 475.94 feet to a point (chord: North 39 degrees 54 minutes 06 seconds West, 475.89 feet);

3. North 41 degrees 13 minutes 41 seconds West a distance of 253.25 feet to a point;
4. North 42 degrees 37 minutes 11 seconds West a distance of 155.23 feet to a point;
5. along a curve deflecting to the left, having a central angle of 07 degrees 58 minutes 14 seconds and a radius of 1,427.50 feet, an arc distance of 198.58 feet to the Point of Beginning (chord: North 46 degrees 36 minutes 18 seconds West, 198.42 feet);

To contain 98.360 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Paul E. Long to Delmar K. Long by deed dated December 1, 2010 and recorded in the Lewis County Clerk's Office on December 2, 2010 as Instrument No. 2010-006328.

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).

WNYNO30015 SBL No. 195.-4-2 (Town of Lowville) Daniel P. O'Brien and Tonya S. O'Brien

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2016 as Instrument No. 2016-001701, as amended by First Amendment to Lease and Easement Agreement dated December 2, 2017 and recorded in the Lewis County Clerk's Office on September 5, 2018 as Instrument No. 2018-004407, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, and as further amended by Amendment to Lease and Memorandum of Lease dated May 28, 2019 and recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019-002789 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 3, 4, and 9 in Township 10, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 26 (variable width), said point also being the southeasterly corner of a 1.172-acre parcel of land conveyed by Charles J. and Jannette A. O'Brien to Sherry Ann O'Brien by deed dated January 13, 1987 and recorded in the Lewis County Clerk's Office on January 13, 1987 in Liber 477 of Deeds at Page 92, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,717.62 feet North and 1,102,753.02 feet East;

thence along the westerly bounds of New York State Route 26, the following five courses and distances:

1. South 21 degrees 08 minutes 39 seconds East a distance of 629.02 feet to a point;
2. North 68 degrees 51 minutes 22 seconds East a distance of 26.71 feet to a point;
3. South 21 degrees 14 minutes 46 seconds East a distance of 149.97 feet to a point;
4. South 68 degrees 54 minutes 18 seconds West a distance of 27.00 feet to a point;
5. South 21 degrees 05 minutes 42 seconds East a distance of 463.23 feet to the northeasterly corner of a 1.15-acre parcel of land conveyed by Jannette A. O'Brien to Daniel P. O'Brien and Tonya Bush by deed dated February 28, 1990 and recorded in the Lewis County Clerk's Office on March 29, 1990 in Liber 519 of Deeds at Page 141;

thence along the northerly, westerly and southerly lines of said 1.15-acre parcel, the following three courses and distances:

1. South 78 degrees 07 minutes 42 seconds West a distance of 202.62 feet to a point;
2. South 21 degrees 05 minutes 42 seconds East a distance of 250.00 feet to a point;
3. North 78 degrees 07 minutes 42 seconds East a distance of 202.62 feet to a point on the westerly bounds of New York State Route 26;

thence South 21 degrees 05 minutes 42 seconds East, along the westerly bounds of New York State Route 26, a distance of 621.52 feet to the northeasterly corner of a 0.228-acre parcel of land conveyed by Daniel James Skiff to Ashley M.E. Skiff by deed dated March 9, 2016 and recorded in the Lewis County Clerk's Office on March 11, 2016 as Instrument No. 2016-001377;

thence South 79 degrees 15 minutes 27 seconds West, generally with a barbed wire fence and along the northerly line of said 0.288-acre parcel, a distance of 271.62 feet to a 3/4-inch iron pipe (extends 1.2 feet above grade) found at the northwesterly corner of a 0.922-acre parcel conveyed to Ashley M.E. Skiff (Instrument No. 2016-001377);

thence South 20 degrees 56 minutes 50 seconds East, generally with a barbed wire fence and along the westerly line of said 0.922-acre parcel, a distance of 165.85 feet to a 1/2-inch iron pipe (extends 0.7 feet above grade) found on the northerly line of a 39.875-acre parcel of Land conveyed by Mary H. Kempa Demko to MJL Crushing, LLC by deed dated November 7, 2008 and recorded in the Lewis County Clerk's Office on November 7, 2008 as Instrument No. 2008-005594;

thence North 85 degrees 56 minutes 57 seconds West, in part with a barbed wire fence, in part along the northerly line of said 39.875-acre parcel, and in part along the northerly line of a 79.43-acre parcel of land conveyed by Edward J. and Christine M. Chrzanowski to Leo M. and Mary Kempa Demko by deed dated August 21, 1986 and recorded in the Lewis County Clerk's Office on September 26, 1986 in Liber 471 of Deeds at Page 340, a distance of 2,052.24 feet to a point on the easterly line of Stowe Square Lot 10;

thence along the easterly and northerly lines of Stowe Square Lot 10, the following two courses and distances:

1. North 04 degrees 11 minutes 43 seconds East, generally with a barbed wire fence, a distance of 1,000.29 feet to the northeasterly corner of Stowe Square Lot 10;
2. North 85 degrees 48 minutes 44 seconds West, in part with a barbed wire fence, a distance of 714.38 feet to the southeasterly corner of an 8-acre parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2014 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372;

thence North 04 degrees 18 minutes 10 seconds East, in part with a barbed wire fence, in part along the easterly line of said 8-acre parcel, and in part along the easterly line of a parcel of land conveyed by Paul J. and Rebekah L. Ehst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421, a distance of 1,261.61 feet to the southwesterly corner of a parcel of land conveyed by Walter J., Jr. and Nancy J. Beyer to Daniel Beyer by deed dated July 23, 2001 and recorded in the Lewis County Clerk's Office on July 24, 2001 in Liber 681 of Deeds at Page 347;

thence South 85 degrees 26 minutes 50 seconds East, in part with a barbed wire fence and along the southerly line of Daniel Beyer, a distance of 1,614.72 feet to the northwesterly corner of said 1.172-acre parcel;

thence along the westerly and southerly lines of said 1.172-acre parcel, the following two courses and distances:

1. South 20 degrees 56 minutes 50 seconds East a distance of 125.00 feet to a point;
2. South 85 degrees 26 minutes 50 seconds East a distance of 384.87 feet to the Point of Beginning.

To contain 111.208 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 3, 4, and 9 in Township 10, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 26 (variable width), said point also being the southwesterly corner of a 1.193-acre parcel of land conveyed by Charles J. and Jannette A. O'Brien to Sherry Ann O'Brien by deed dated January 13, 1987 and recorded in the Lewis County Clerk's Office on January 13, 1987 in Liber 477 of Deeds at Page 92, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,693.04 feet North and 1,102,891.09 feet East;

thence along the southerly and easterly lines of said 1.193-acre parcel, the following two courses and distances:

1. South 85 degrees 26 minutes 50 seconds East a distance of 345.79 feet to a point;
2. North 20 degrees 56 minutes 50 seconds West a distance of 140.00 feet to a point on the southerly line of a parcel of land conveyed by Walter J., Jr. and Nancy J. Beyer to Daniel Beyer by deed dated July 23, 2001 and recorded in the Lewis County Clerk's Office on July 24, 2001 in Liber 681 of Deeds at Page 347;

thence South 85 degrees 26 minutes 50 seconds East, generally with a barbed wire fence and along the southerly line of Daniel Beyer, a distance of 786.48 feet to a point on the westerly line of a 49.85-acre parcel of land conveyed by Ruth I. Larabee and Glenn R. Larabee to Yancey Combining by deed dated October 1, 2004 and recorded in the Lewis County Clerk's Office on October 22, 2004 as Instrument No. 2004-03532;

thence South 04 degrees 46 minutes 01 seconds West, generally with a barbed wire fence, in part along the westerly line of said 49.85-acre parcel, and along the westerly line of a 49.31-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 3, 2007 as Instrument No. 2007-00678, a distance of 1,258.60 feet to a point on the northerly line of Stowe Square Lot 4;

thence along the northerly and easterly line of Stowe Square Lot 4, the following two courses and distances:

1. South 85 degrees 17 minutes 14 seconds East, in part with a barbed wire fence, a distance of 1,894.32 feet to the northeasterly corner of Stowe Square Lot 4;
2. South 04 degrees 35 minutes 54 seconds West generally with a barbed wire fence, a distance of 1,473.42 feet to a 1/2-inch rebar (extends 0.5 feet above grade) found at the northeasterly corner of a 29.20-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to William J. and Ann M. Becker by deed dated March 2, 2016 and recorded in the Lewis County Clerk's Office on March 2, 2016 as Instrument No. 2016-001200, said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.5 feet above grade) found at a distance of 1,349.25 feet;

thence North 84 degrees 31 minutes 48 seconds West, generally with a barbed wire fence and along the northerly line of said 29.20-acre parcel, a distance of 490.19 feet to a 1/2-inch iron pipe (extends 1.1 feet above grade) found on the easterly line of 13.6-acre parcel of land conveyed by Village of Lowville to the County of Lewis by deed dated June 6, 1989 and recorded in the Lewis County Clerk's Office on June 30, 1989 in Liber 510 at Page 252;

thence along the easterly and northerly lines of said 13.6-acre parcel, the following two courses and distances:

1. North 24 degrees 45 minutes 59 seconds West a distance of 236.06 feet to a found 1/2-inch iron pipe (extends 0.4 feet above grade);
2. North 85 degrees 38 minutes 25 seconds West a distance of 558.69 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 1.1 feet above grade) found at the southeasterly corner of a 5.2-acre parcel conveyed by Daniel P. and Tonya S. O'Brien to Backstan Properties, LLC by deed dated October 31, 2017 and recorded in the Lewis County Clerk's Office on November 2, 2017 as Instrument No. 2017-006185;

thence along the easterly and northerly lines of said 5.2-acre parcel, the following two courses and distances:

1. North 23 degrees 42 minutes 11 seconds West a distance of 520.97 feet to a point;
 2. South 89 degrees 41 minutes 32 seconds West a distance of 594.82 feet to a point on the easterly bounds of New York State Route 26;
- thence North 21 degrees 06 minutes 58 seconds West, along the easterly bounds of New York State Route 26, a distance of 2,208.63 feet to the Point of Beginning.

To contain 80.560 acres of land, more or less.

The above-described parcels of land are intended to be a portion of the same premises conveyed by Daniel P. O'Brien to Daniel P. and Tonya S. O'Brien by deed dated September 8, 2006 and recorded in the Lewis County Clerk's Office on September 11, 2006 as Instrument No. 2006-02967.

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).

WNYNO30016 SBL No. 177.-1-14.1 (Town of Lowville) Daniel and Sherry Beyer

Wind Lease Agreement of unspecified date between Daniel and Sherry Beyer and Invenergy Wind Development LLC, a memorandum of which was executed by Daniel and Sherry Beyer and Invenergy Wind Development LLC on March 8, 2016 and recorded March 30, 2016 as Instrument No. 2016-001700, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Daniel Beyer and Sherry Beyer and Number Three Wind LLC dated May 24, 2019 and recorded June 7, 2019 as Instrument No. 2019-002790, as further amended by Second Amendment to Lease and Memorandum of Lease between Daniel Beyer and Sherry Beyer and Number Three Wind LLC dated February 13, 2020 and recorded in the Lewis County Clerk's Office on March 6, 2020 as Instrument No. 2020-001123.

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 2, 8, and 9 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of Buell Road (49.5-foot width), said point being at the southwesterly corner of Stowe Square Lot 8, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,395,296.55 feet North and 1,097,050.79 feet East;

thence North 04 degrees 19 minutes 44 seconds East, in part with a barbed wire fence and along the westerly line of Stowe Square Lot 8, a distance of 1,293.52 feet to the southwesterly corner of a 45.46-acre parcel of land conveyed by Allen L. Farney, Jr., Norman J. Farney, Gary L. Farney, David B. Farney and Wanda M. Bellinger to Norman J. and Colleen J. Farney by deed dated November 22, 1985 and recorded in the Lewis County Clerk's Office on December 11, 1985 in Liber 463 of Deeds at Page 292;

thence along the southerly and easterly lines of said 40.46-acre parcel, the following two courses and distances:

1. South 85 degrees 48 minutes 55 seconds East, in part with a barbed wire fence, a distance of 2,208.06 feet to a point;
2. North 04 degrees 03 minutes 46 seconds East a distance of 25.98 feet to the southwesterly corner of a 39.1-acre parcel conveyed to Norman J. and Colleen J. Farney (Liber 463 - Page 292);

thence South 88 degrees 19 minutes 05 seconds East, in part with a barbed wire fence and along the southerly line of said 39.1-acre parcel, a distance of 2,066.99 feet to a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief & McLean" (extends 0.3 feet above grade) found at the northwesterly corner of 3.251-acre parcel of land conveyed by Daniel E. Beyer to Jason L. and Marjorie L. Helmer by deed dated February 4, 2020 and recorded in the Lewis County Clerk's Office on March 6, 2020 as Instrument No. 2020-001124;

thence South 01 degrees 19 minutes 03 seconds East, along the westerly line of said 3.251-acre parcel, a distance of 492.39 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief & McLean" (extends 0.1 feet above grade) found at a distance of 476.98 feet;

thence South 68 degrees 38 minutes 50 seconds West, along the center of Buell Road, a distance of 632.19 feet to the northwesterly corner of a parcel of land conveyed by Walter J., Jr. and Nancy J. Beyer to Daniel Beyer by deed dated July 23, 2001 and recorded in the Lewis County Clerk's Office on July 24, 2001 in Liber 681 of Deeds at Page 347;

thence South 04 degrees 18 minutes 10 seconds West, in part with a barbed wire fence, in part along the westerly line of Daniel Beyer and in part along the westerly line of a parcel of land conveyed by Daniel P. O'Brien to Daniel P. and Tonya S. O'Brien by deed dated September 8, 2006 and recorded in the Lewis County Clerk's Office on September 11, 2006 as Instrument No. 2006-02967, a distance of 2,461.80 feet to the northeasterly corner of an 8-acre parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2002 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372;

thence along the northerly and westerly lines of said 8-acre parcel, the following two courses and distances:

1. North 85 degrees 05 minutes 14 seconds West a distance of 702.61 feet to a point;
2. South 04 degrees 21 minutes 07 seconds West, in part with a barbed wire fence, a distance of 488.40 feet to a point on the southerly line of Stowe Square Lot 9;

thence North 85 degrees 48 minutes 44 seconds West, in part with a barbed wire fence and along the southerly line of Stowe Square Lot 9, a distance of 825.06 feet to the southeasterly corner of a 119.9-acre parcel conveyed by Thomas E. and Margaret G. Schultz to Joseph P. and Susan G. Schultz by deed dated November 5, 2003 and recorded in the Lewis County Clerk's Office on November 6, 2003 as Instrument No. 2003-03644;

thence North 04 degrees 03 minutes 46 seconds East, in part with a barbed wire fence and stonewall and along the easterly line of said 119.9-acre parcel, a distance of 2,308.11 feet to a point in the center of Buell Road;

thence North 86 degrees 10 minutes 37 seconds West, along the center of Buell Road, a distance of 2,214.08 feet to the Point of Beginning.

To contain 193.869 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 Paul J. and Rebekah L. Ehst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421.

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).

WNYNO30032 SBL No. 158.-1-5 (Town of Lowville) Snyder Robert Estate

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated October 24, 2016 and recorded in the Lewis County Clerk's Office on January 25, 2017 as Instrument No. 2017-000471, as assigned by Assignment and Assumption Agreement between Invenegy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Frederick L. Snyder, as Executor of the Estate of Robert L. Snyder and Number Three Wind LLC dated April 11, 2019 and recorded in the Lewis County Clerk's Office on April 2, 2019 as Instrument No. 2019-002020 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 11 and 18 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of Humphrey Road (49.5-foot width), said point being the northeasterly corner of a 10.300-acre parcel of land conveyed by Charles W. and Eileen E. Snyder, and Eugene E. Snyder to Charles W. and Eileen E. Snyder by deed dated September 21, 2015 and recorded in the Lewis County Clerk's Office on September 30, 2015 as Instrument No. 2015-004699, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,936.24 feet North and 1,066,160.68 feet East;

thence along the center of Humphrey Road, the following three courses and distances:

1. North 82 degrees 38 minutes 36 seconds East a distance of 73.70 feet to a point;
2. North 81 degrees 53 minutes 36 seconds East a distance of 921.70 feet to a point;
3. North 82 degrees 31 minutes 28 seconds East a distance of 124.93 feet to the northwesterly corner of a parcel of land conveyed by Rebecca A. Widrick to Emmanuel J. and Dorothy A. Widrick by deed dated January 17, 2017 and recorded in the Lewis County Clerk's Office on February 9, 2017 as Instrument No. 2017-000794;

thence along the westerly line of Emmanuel J. and Dorothy A. Widrick, the following three courses and distances:

1. South 04 degrees 30 minutes 07 seconds West, in part with a barbed wire fence, a distance of 886.47 feet to a point;
2. North 86 degrees 20 minutes 12 seconds West, in part with a barbed wire fence, a distance of 121.85 feet to a point;
3. South 03 degrees 54 minutes 34 seconds West, generally with a barbed wire fence and stonewall, a distance of 2,261.57 feet to a point on the southerly line of Great Lot 11;

thence North 86 degrees 52 minutes 22 seconds West, generally with a barbed wire fence, a distance of 1,257.24 feet to the northwesterly corner of a 138-acre parcel conveyed by Clarence R. and Beulah Y. Widrick to Paul A. and Dawn V. Widrick by deed dated January 1, 2006 and recorded in the Lewis County Clerk's Office on February 23, 2007 as Instrument No. 2007-00604;

thence South 03 degrees 41 minutes 34 seconds West, generally with a barbed wire fence and along the westerly line of said 138-acre parcel, a distance of 1,405.55 feet to a point on the northerly line of a 54.25-acre parcel conveyed by Eugene E Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 86 degrees 30 minutes 45 seconds West, generally with a barbed wire fence and along the northerly line of said 54.25-acre parcel, a distance of 1,262.70 feet to a point on the westerly line of Great Lot 18;

thence North 04 degrees 03 minutes 02 seconds East, generally with a barbed wire fence and along the westerly line of Great Lot 18, a distance of 1,397.72 feet to the northwesterly corner of Great Lot 18;

thence South 86 degrees 52 minutes 22 seconds East, along the northerly line of Great Lot 18, a distance of 761.82 feet to the southeasterly corner of a 40-acre parcel conveyed by Eugene E Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 04 degrees 07 minutes 44 seconds East, generally with a barbed wire fence and stonewall, along the easterly line of said 40-acre parcel, and in part along the center of Kelsey Road (49.5-foot width) a distance of 2,277.99 feet to the southwesterly corner of said 10.300-acre parcel;

thence along the southerly and easterly lines of said 10.300-acre parcel, the following two courses and distances:

1. South 86 degrees 20 minutes 12 seconds East, in part with a barbed wire fence, a distance of 761.29 feet to a 3/4-inch iron pipe (extends 0.6-feet above grade), said course passing over a 3/4-inch iron pipe (extends 0.6-feet above grade), found at a distance of 27.13 feet;

2. North 05 degrees 07 minutes 38 seconds East, in part with a barbed wire fence, a distance of 660.36 feet to the Point of Beginning, said course passing over a 3/4-inch iron pipe (extends 0.6-feet above grade) found at a distance of 621.70 feet.

To contain 150.887 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175.

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).

WNYNO30043 SBL No. 176.-2-8 (Town of Lowville) Tobias J. Stoltzfus and Emma D. Stoltzfus

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated December 15, 2016 and recorded in the Lewis County Clerk's Office on March 30, 2017 as Instrument No. 2017-001862, as assigned by Assignment and Assumption Agreement dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Keith D. Widrick and Linda R. Widrick and Number Three Wind LLC dated July 12, 2019 and recorded in the Lewis County Clerk's Office on August 29, 2019 as Instrument No. 2019-004448 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 16, 17, and 20 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point also being the southeasterly corner of a 2.40-acre parcel of land conveyed by Jack P., Jr. and Sharon A. Lomeo to Timothy J. Zubrzycki by deed dated September 17, 1998 and recorded in the Lewis County Clerk's Office on September 24, 1998 in Liber 629 of Deeds at Page 58, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,517.81 feet North and 1,087,920.22 feet East;

thence South 33 degrees 25 minutes 00 seconds East, along the westerly bounds of New York State Route 12, a distance of 481.69 feet to a 1/2-inch rebar (0.3 feet below grade) found at the northeasterly corner of a parcel of land conveyed by Lloyd and Clara Roes to Norman D. Roes and Melanie R. Zehr by deed dated January 27, 1989 and recorded in the Lewis County Clerk's Office on June 1, 1990 in Liber 521 of Deeds at Page 281;

thence South 75 degrees 50 minutes 17 seconds West, in part with a barbed wire fence, in part along the northerly line of Norman D. Roes and Melanie R. Zehr, and in part along the northerly line of a parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, a distance of 347.79 feet to a point on the easterly line of Great Lot 16;

thence South 04 degrees 12 minutes 52 seconds West, in part with a barbed wire fence, in part along the easterly line of Great Lot 16, and in part along the easterly line of Great Lot 20, a distance of 824.43 feet to a point in the center of a stream or gulf, said course passing through the southeasterly corner of Great Lot 16 at a distance of 382.71 feet;

thence westerly along the center of said stream or gulf, as it winds and turns, a distance of 1,681.2 feet, more or less, to a point on the southerly line of Great Lot 16, (chord: North 68 degrees 33 minutes 58 seconds West, 1,516.67 feet);

thence North 85 degrees 29 minutes 53 seconds West, in part with a barbed wire fence and along the southerly line of Great Lot 16, a distance of 1,198.87 feet to the southeasterly corner of a parcel of land conveyed by Melvin T. and Norma P. Zehr to Jacob M. and Annie Y. Stoltzfus by deed dated February 25, 2004 and recorded in the Lewis County Clerk's Office on February 26, 2004 as Instrument No. 2004-00615;

thence North 03 degrees 50 minutes 39 seconds East, in part with a barbed wire fence, in part along the easterly line of Jacob M. and Annie Y. Stoltzfus, and in part along the westerly line of a 47.24-acre parcel conveyed by Rextianne Levy to Tobias J. and Emma D. Stoltzfus by deed dated May 27, 2005 and recorded in the Lewis County Clerk's Office on May 27, 2005 as Instrument No. 2005-01665, a distance of 822.85 feet to a point;

thence South 86 degrees 35 minutes 21 seconds East, in part with a barbed wire fence, in part along the southerly line of said 47.24-acre parcel, and in part along the southerly line of said 2.40-acre parcel, a distance of 2,689.08 feet to the Point of Beginning.

To contain 65.041 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Clarence R. and Beulah Y. Widrick to Keith D. and Linda R. Widrick by deed dated December 30, 2008 and recorded in the Lewis County Clerk's Office on January 2, 2009 as Instrument No. 2009-000029.

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).

WNYNO30050 SBL No. 141.-1-2 (Town of Lowville) Robert T. Scoville

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2017 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002460, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, to be amended by that certain Amendment to Lease and Memorandum of Lease, regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 3 and 4 in Township No. 10, and being more precisely described as follows:

Beginning at the intersection of the centerline of New York State Route 12 (variable width) with the division line between the Town of Harrisburg and the Town of Denmark, said point also being the northwesterly corner of a 0.58-acre parcel conveyed by Gilbert J. Zehr and Janet K. Zehr to Andrew D. Moser and Colleen F. Moser by deed dated April 20, 2006 and recorded in the Lewis County Clerk's Office on April 27, 2006 as Instrument No. 2006-001289, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,412,176.37 feet North and 1,065,683.53 feet East;

thence South 39 degrees 00 minutes 12 seconds East, along the centerline of New York State Route 12, a distance of 211.20 feet to the southerly corner of said 0.58-acre parcel;

thence North 52 degrees 50 minutes 54 seconds East, along the southeasterly line of said 0.58-acre parcel, a distance of 233.81 feet to a point on the division line between the Town of Harrisburg and the Town of Denmark, said course passing over the easterly bounds of New York State Route 12 at a distance of 32.52 feet;

thence South 85 degrees 53 minutes 38 seconds East, along the division line between the Town of Harrisburg and the Town of Denmark, a distance of 1,575.11 feet to the northwesterly corner of a 147.0-acre parcel conveyed by Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville, and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867;

thence South 04 degrees 13 minutes 43 seconds West, generally with a remnant barbed wire fence and stonewall, along the westerly line of said 147.0-acre parcel, a distance of 397.10 feet to the northeasterly corner of an 88.75-acre parcel conveyed by Robert T. Scoville to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin by deed dated October 6, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005528;

thence along the northerly and westerly lines of said 88.75-acre parcel, the following four courses and distances:

1. South 76 degrees 49 minutes 25 seconds West, in part with a stonewall and remnant barbed wire fence, a distance of 1,816.32 feet to a point, said course passing over the easterly and westerly bounds of New York State Route 12 at distances of 1,198.75 feet and 1,289.99 feet, respectively;
2. North 26 degrees 44 minutes 53 seconds West a distance of 362.53 feet to a point;
3. South 77 degrees 06 minutes 43 seconds West a distance of 532.79 feet to a found 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.2 feet above grade) found on the westerly line of Great Lot 4;
4. South 04 degrees 51 minutes 54 seconds West, in part with a barbed wire fence, and along the westerly line of Great Lot 4 a distance of 1,515.78 feet to a 3/4-inch iron pipe (extends 0.5 feet above grade) found at the northeasterly corner of a 116.37-acre parcel conveyed by Elias Konstantinou and Prodromos Konstantinou, as co-executors of the Last Will and Testament of George Konstantinou to Elias Konstantinou and Prodromos Konstantinou by deed dated November 10, 2011 and recorded in the Lewis County Clerk's Office on December 5, 2011 as Instrument No. 2011-005944;

thence North 85 degrees 32 minutes 03 seconds West, in part with a barbed wire fence, along the northerly line of said 116.37-acre parcel, a distance of 2,662.87 feet to a 1/2-inch rebar (extends 0.9 feet above grade) found on the easterly line of a 21.55-acre parcel

conveyed by Joseph Waddell to Philip S. and Tammy J. Tanner by deed dated September 18, 1989 and recorded in the Lewis County Clerk's Office on September 19, 1989 in Liber 513 of Deeds at Page 163;

thence North 03 degrees 49 minutes 25 seconds East, in part with a barbed wire fence, in part along the easterly line of said 21.55-acre parcel, in part along the easterly line of a 3-acre parcel conveyed by Howard M. and Shirley A. Beyer to Tug Hill, LLC by deed dated April 27, 2012 and recorded in the Lewis County Clerk's Office on April 30, 2012 as Instrument No. 2012-002075, in part along the easterly line of a 5.14-acre parcel conveyed by Mc Daniels Trading Corporation to Vernon A. and Eugenie Ford by deed dated June 23, 1976 and recorded in the Lewis County Clerk's Office on July 2, 1976 in Liber 366 of Deeds at Page 47, and in part along the easterly line of an 11.27-acre parcel conveyed by David J. Pitti and David S. Purdy to David McMillen by deed dated December 10, 1989 and recorded in the Lewis County Clerk's Office on January 16, 1990 in Liber 517 of Deeds at Page 96, a distance of 2,280.15 feet to a 3/4-inch iron pipe (extends 0.5 feet above grade) found on the division line between the Town of Harrisburg and the Town of Denmark;

thence South 85 degrees 53 minutes 38 seconds East, in part with a barbed wire fence, along the division line between the Town of Harrisburg and the Town of Denmark, a distance of 3,229.54 feet to the Point of Beginning, said course passing over the westerly bounds of New York State Route 12 at a distance of 3,184.34 feet.

Excepting that portion of New York State Route 12, situated within the above-described parcel, containing 1.514 acres of land, more or less.

To contain 176.934 acres of land, more or less, exclusive of New York State Route 12.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Robert T. Scoville and Darlene M. Scoville to Robert T. Scoville by deed dated October 15, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005520.

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).

WNYNO30051 SBL No. 176-2-2.52 (Town of Lowville) Thomas Z. Eaves Jr.

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2017 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002459, as assigned by Assignment and Assumption between Invenegy Wind Development LLC and Number Three Wind LLC, dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease dated April 8, 2019 and recorded May 29, 2019 as Instrument No. 2019-002569 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 13 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of Willow Grove Road (49.5-foot width), said point also being the southeasterly corner of a parcel of land conveyed by Sandy K. Zehr to Thomas P. and Kate E. Aubin by deed dated August 28, 2015 and recorded in the Lewis County Clerk's Office on August 28, 2015 as Instrument No. 2015-004096, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,400,201.83 feet North and 1,088,430.38 feet East;

thence along the center of Willow Grove Road, the following two courses and distances:

1. South 04 degrees 29 minutes 08 seconds West a distance of 1,526.29 feet to a point;
2. South 04 degrees 07 minutes 56 seconds West a distance of 160.03 feet to the northeasterly corner of a 48.69-acre parcel of land conveyed by Kirk L. and Patricia J. Herse to Ammon and Rebecca Hertzler, and Aaron Hertzler by deed dated February 8, 2008 and recorded in the Lewis County Clerk's Office on February 12, 2008 as Instrument No. 2008-000591;

thence North 86 degrees 29 minutes 19 seconds West, along the northerly line of said 48.69-acre parcel, a distance of 971.86 feet to a 1/2-inch rebar (extends 0.5 feet above grade) found at the northeasterly corner of a 55-acre parcel conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence North 86 degrees 17 minutes 08 seconds West, along the northerly line of said 55-acre parcel, a distance of 389.09 feet to a 1/2-inch iron pipe (extends 1.4 feet above grade) found at the southeasterly corner of a 60.00-acre parcel to John E. and Sue E. O'Brien (Instrument No. 2005-01064);

thence North 04 degrees 41 minutes 26 seconds East, along the easterly line of said 60.00-acre parcel, a distance of 1,964.02 feet to a point on the easterly line of 66.11-acre parcel conveyed by Walter J. and Doris Kennell, and Paul R. Kennell to Walter J. and Doris Kennell by deed dated February 7, 2001 and recorded in the Lewis County Clerk's Office on February 7, 2001 in Liber 673 of Deeds at Page 106, said point being South 04 degrees 41 minutes 26 seconds East a distance of 0.24 feet from a found 1/2-inch rebar (extends 0.8 feet above grade);

thence North 81 degrees 36 minutes 39 seconds East, along the easterly line of said 66.11-acre parcel, a distance of 168.68 feet to a found 1-inch iron pin (extends 0.4 feet above grade);

thence South 71 degrees 42 minutes 01 seconds East, in part with the easterly line of said 66.11-acre parcel and along the southerly line of Thomas P. and Kate E. Aubin, a distance of 226.15 feet to a found 1/2-inch rebar (extends 0.9 feet above grade);

thence South 71 degrees 37 minutes 34 seconds East, along the southerly line of Thomas P. and Kate E. Aubin, a distance of 997.90 feet to the Point of Beginning, said course passing over a 5/8-inch rebar (0.1 feet below grade) found at a distance of 977.03 feet.

To contain 57.925 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Daniel R. and Gail A. Klosner to Thomas Z., Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21.

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).

WNYNO30052 SBL No. 159.-2-4.1 (Town of Lowville) Thomas Z. Eaves and Audrey J. Eaves

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 9, 2017 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002457, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Thomas Z. Eaves, Audrey J. Eaves, and Jerry L. Eaves and Number Three Wind LLC dated May 22, 2019 and recorded in the Lewis County Clerk's Office on May 31, 2019 as Instrument No. 2019-002613, as further amended by Second Amendment to Lease and Memorandum of Lease between Number Three Wind LLC and Thomas Z. Eaves, Audrey J. Eaves, and Jerry L. Eaves dated January 13, 2020 and recorded in the Lewis County Clerk's Office on May 12, 2020 as Instrument No. 2020-001961 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 1, 7, 8 and 14 in Township 11, and being more precisely described as follows:

Beginning at the intersection of the centerline of Delles Road (49.5-foot width), with the northerly line of Great Lot 7, said point also being on the southerly line of a 56.2-acre parcel conveyed by Gary W. and Susan M. Berrus to Thomas Z., Jr. and Nancy J. Eaves by deed dated April 26, 2016 and recorded in the Lewis County Clerk's Office on April 27, 2016 as Instrument No. 2016-002250, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,131.17 feet North and 1,087,480.76 feet East;

thence along the centerline of Delles Road, the following three courses and distances:

1. along a curve deflecting to the right, having a central angle of 07 degrees 19 minutes 38 seconds and a radius of 1,082.00 feet, an arc distance of 138.37 feet to a point (chord: South 21 degrees 19 minutes 52 seconds East, 138.28 feet);
2. South 17 degrees 39 minutes 59 seconds East a distance of 880.35 feet to a point;
3. South 16 degrees 36 minutes 24 seconds East a distance of 102.60 feet to the northeasterly corner of a 25.26-acre parcel of land conveyed by Jerry L. and Sandy K. Eaves to Jerry L. Eaves by deed dated June 14, 2007 and recorded in the Lewis County Clerk's Office on June 15, 2007 as Instrument No. 2007-01945;

thence along the northerly and westerly, lines of said 25.26-acre parcel, the following two courses and distances:

1. North 85 degrees 45 minutes 05 seconds West, in part with a page wire fence, a distance of 966.18 feet to a point;
2. South 02 degrees 46 minutes 44 seconds West, in part with a page wire fence and in part with a barbed wire fence, a distance of 1,078.18 feet to a point;

thence South 86 degrees 22 minutes 32 seconds East, in part with a barbed wire fence, in part along the southerly line of said 25.26-acre parcel, and in part along the southerly line of a 252.30-acre parcel conveyed by Kenneth Gerber to Kenneth C. and Naomi J. Gerber by deed dated September 16, 2016 and recorded in the Lewis County Clerk's Office on September 16, 2016 as Instrument No. 2016-004849, a distance of 1,939.03 feet to a point on the easterly line of Great Lot 7;

thence South 03 degrees 52 minutes 23 seconds West, in part with a barbed wire fence, along the easterly line of Great Lot 7, a distance of 204.18 feet to a point on the southerly line of said 252.30-acre parcel;

thence South 84 degrees 32 minutes 45 seconds East, in part with a barbed wire fence and along the southerly line of said 252.30-acre parcel, a distance of 2,285.13 feet to a point in the center of Hoffman Road (49.5-foot width);

thence along the center of Hoffman Road, the following seven courses and distances:

1. South 05 degrees 48 minutes 49 seconds West a distance of 431.13 feet to a point;
2. South 03 degrees 39 minutes 26 seconds West a distance of 332.68 feet to a point;
3. South 05 degrees 15 minutes 13 seconds West a distance of 288.40 feet to a point;
4. along a curve deflecting to the left, having a central angle of 30 degrees 26 minutes 58 seconds and a radius of 519.00 feet, an arc distance of 275.82 feet to a point (chord: South 09 degrees 58 minutes 16 seconds East, 272.58 feet);
5. South 25 degrees 11 minutes 45 seconds East a distance of 163.08 feet to a point;
6. along a curve deflecting to the right, having a central angle of 08 degrees 53 minutes 29 seconds and a radius of 1,231.00 feet, an arc distance of 191.03 feet to a point (chord: South 20 degrees 45 minutes 00 seconds East, 190.84 feet);
7. South 16 degrees 18 minutes 16 seconds East a distance of 282.26 feet to the northeasterly corner of a 0.96-acre parcel conveyed by Bernard A. and Amelia M. Hill to Asa J. and Pamela L. Holbrook by deed dated December 22, 1978 and recorded in the Lewis County Clerk's Office on January 9, 1979 in Liber 395 of Deeds at Page 202;

thence along the northerly and westerly lines of said 0.96-acre parcel, the following two courses and distances:

1. South 51 degrees 49 minutes 37 seconds West, in part with a barbed wire fence, a distance of 258.80 feet to a point;
2. South 22 degrees 10 minutes 23 seconds East a distance of 220.00 feet to a point in the center of Boshart Road, said courses passing over a 1/2-inch iron pipe (extends 0.4 feet above grade) found at a distance of 174.95 feet;

thence along the center of Boshart Road, the following three courses and distances:

1. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 10 degrees 05 minutes 07 seconds and a radius of 1,253.39 feet, an arc distance of 220.63 feet to a point (chord: South 48 degrees 35 minutes 43 seconds West, 220.34 feet);
2. South 52 degrees 50 minutes 46 seconds West a distance of 1,010.23 feet to a point;
3. South 52 degrees 38 minutes 27 seconds West a distance of 407.03 feet to the northeasterly corner of a parcel of land conveyed by Francis E. Hanno, Mary A. Lyng, Mark K. Hanno, Stephen B. Hanno, Jane M. Ingersoll, Michael J. Hanno, Kurt D. Hanno and Thomas C. Hanno to Mark K. Hanno by deed dated September 23, 2002 and recorded in the Lewis County Clerk's Office on November 20, 2002 as Instrument No. 2002-01950;

thence along the northerly and westerly lines of Mark K. Hanno, the following two courses and distances:

1. North 62 degrees 46 minutes 35 seconds West a distance of 150.40 feet to a point;
2. South 24 degrees 51 minutes 23 seconds West a distance of 116.80 feet to a point in the center of Number Three Road (49.5-foot width);

thence North 61 degrees 40 minutes 34 seconds West, along the center of the Number Three Road, a distance of 1,249.27 feet to the center of Delles Road;

thence North 04 degrees 30 minutes 58 seconds East, along the center of Delles Road, a distance of 384.32 feet to a point on the southerly line of Great Lot 7;

thence North 85 degrees 24 minutes 35 seconds West, along the southerly line of Great Lot 7, a distance of 2,177.71 feet to the southeasterly corner of a 66.22-acre parcel of land conveyed by Edwin J. and Mary Jane Widrick to Lauren D. and Debbie R. Zehr by deed dated April 7, 1989 and recorded in the Lewis County Clerk's Office on April 19, 1989 in Liber 507 of Deeds at Page 343;

thence North 13 degrees 22 minutes 29 seconds East, in part with a barbed wire fence, in part along the easterly line of said 66.22-acre parcel, and in part along the easterly line of a 2.85-acre parcel of land conveyed by Edwin J. and Mary Jane Widrick to La Verne Harold, Sr. and Donna Lee Smith, a distance of 459.04 feet to a point, said course passing over a 1/2-inch rebar (extends 0.7 feet above grade) found at a distance of 12.60 feet and a 1-inch iron pipe (extends 0.8 feet above grade) found at a distance of 116.73 feet;

thence North 30 degrees 07 minutes 29 seconds East, along easterly line of said 2.85-acre parcel, a distance of 235.96 feet to a point in the center of the Number Three Road;

thence North 55 degrees 36 minutes 35 seconds West, along the center of the Number Three Road a distance of 78.25 feet to the southeasterly corner of a 33.36-acre parcel conveyed to Jerry L. Eaves (Instrument No. 2007-01945);

thence along the easterly and northerly lines of said 33.36-acre parcel, the following four courses and distances:

1. North 03 degrees 50 minutes 11 seconds East a distance of 965.40 feet to a point;
2. North 86 degrees 17 minutes 29 seconds West a distance of 172.25 feet to a point;
3. North 03 degrees 39 minutes 31 seconds East, in part with a barbed wire fence, a distance of 1,069.00 feet to the northeasterly corner of said 33.36-acre parcel;
4. North 85 degrees 28 minutes 58 seconds West a distance of 82.59 feet to a 1/2-inch rebar (extends 0.6 feet above grade) found at the southeasterly corner of a 23-acre parcel of land conveyed by Elton and Ruby Martin to Glenn and Virginia Zehr by deed dated October 20, 2000 and recorded in the Lewis County Clerk's Office on December 15, 2000 in Liber 671 of Deeds at Page 56;

thence North 03 degrees 50 minutes 19 seconds East, in part with a barbed wire fence and along the easterly line of said 23-acre parcel, a distance of 2,233.31 feet to a point on the southerly line of said 56.2-acre parcel;

thence South 78 degrees 44 minutes 51 seconds East, along the southerly line of said 56.2-acre parcel, a distance of 968.57 feet to the Point of Beginning.

To contain 345.089 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Thomas Z. Eaves to Thomas Z. and Audrey J. Eaves, and Jerry L. Eaves by deed dated December 4, 2013 and recorded in the Lewis County Clerk's Office on December 10, 2013 as Instrument No. 2013-008214.

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).

EXCEPTING THEREFROM THE FOLLOWING LANDS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Lowville, County of Lewis and State of New York, being a portion of the 57 acre parcel of land described in a Warranty Deed from Thomas Z. Eaves to Thomas Z. Eaves, Audrey J. Eaves and Jerry L. Eaves dated December 4, 2013 and recorded in the Lewis County Clerk's Office on December 10, 2013 as Instrument No. 2013-008214, and said parcel being bounded and described as follows:

BEGINNING at the intersection of the centerline of the present surface of Delles Road with the north boundary of the said 57 acre parcel;

THENCE from said point of beginning, in a southerly direction along the centerline of the present surface of Delles Road, a distance of 500.13' to a point in said centerline located a direct tie of S. 18 deg. 05 min. 23 sec. E. 500.00' feet the point of beginning;

THENCE N. 86 deg. 10 min. 31 sec. W. 27.87' to a set 1/2" rebar;

THENCE continuing N. 86 deg. 10 min, 31 sec. W., a distance of 439.80' to a set 1/2" rebar;

THENCE N. 18 deg. 05 min. 23 sec. W. 500.00' to a ½" rebar set on the North boundary of the said 57 acre parcel;

THENCE S. 86 deg. 10 min. 31 sec. E., along the North boundary of the said 57 acre parcel, a distance of 440.40' to a set 1/2" rebar;

THENCE continuing S. 86 deg. 10 min. 31 sec. E., a distance of 27.26' to the point of beginning.

WNYNO30055 SBL No. 159.-1-9 (Town of Lowville) Lowell Gingerich and Joyce Gingerich

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated July 25, 2017 and recorded in the Lewis County Clerk's Office on August 9, 2018 as Instrument No. 2018-003944, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by First Amendment to Wind Lease Agreement between Number Three Wind Development LLC and Lowell Gingerich and Joyce Gingerich dated December 12, 2020 and recorded in the Lewis County Clerk's Office March 3, 2021 as Instrument No. 2021-001146, further amended by that certain Second Amendment to Lease and Memorandum of Lease recorded September 28, 2021 as Instrument No. 2021-005644, regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 13 and 14 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of the Vary Road (49.5-foot width), said point also being the southeasterly corner of the remainder of a 62.5-acre parcel conveyed by Ralph J. and Martha M. Drelick to Dale E. and Julie M. Kloster by deed dated May 5, 1977 and recorded in the Lewis County Clerk's Office on May 5, 1977 in Liber 374 of Deeds at Page 238, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,129.55 feet North and 1,081,610.75 feet East;

thence along the center of Vary Road, the following four courses and distances:

1. South 47 degrees 08 minutes 51 seconds West a distance of 129.66 feet to a point;
2. South 47 degrees 25 minutes 42 seconds West a distance of 299.65 feet to a point;
3. South 47 degrees 53 minutes 14 seconds West a distance of 578.22 feet to a point;
4. South 48 degrees 08 minutes 56 seconds West a distance of 40.33 feet to the southeasterly corner of a parcel of land conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 17, 2018 and recorded in the Lewis County Clerk's Office on January 18, 2018 as Instrument No. 2018-000326;

thence along the easterly, northerly, and westerly lines of Lowell and Joyce Gingerich (Instrument No. 2018-000326), the following five courses and distances:

1. North 42 degrees 06 minutes 46 seconds West a distance of 76.75 feet to a point;
2. North 48 degrees 06 minutes 49 seconds East a distance of 30.00 feet to a point;
3. North 42 degrees 06 minutes 46 seconds West a distance of 250.00 feet to a point;
4. South 48 degrees 06 minutes 49 seconds West a distance of 124.00 feet to a point;
5. South 42 degrees 06 minutes 46 seconds East a distance of 326.69 feet to a point in the center of Vary Road;

thence South 48 degrees 08 minutes 56 seconds West, along the center of Vary Road, a distance of 837.69 feet to the northeasterly corner of a 62.81-acre parcel conveyed by Cristopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220;

thence North 68 degrees 29 minutes 09 seconds West, generally with a barbed wire fence, along the northerly line of said 62.81-acre parcel, a distance of 2,372.31 feet to a point on the easterly line of a parcel conveyed by Norma Kennell to Walter J. and Doris Kennell by deed dated January 2, 2012 and recorded in the Lewis County Clerk's Office on February 3, 2012 as Instrument No. 2012-000613;

thence along the easterly line, of Walter J. and Doris Kennell, the following three courses and distances:

1. North 12 degrees 10 minutes 31 seconds East, generally with a barbed wire fence, a distance of 195.65 feet to a point;

2. North 03 degrees 07 minutes 34 seconds East, generally with a barbed wire fence, a distance of 596.04 feet to a point;
3. South 86 degrees 24 minutes 31 seconds East, in part with a barbed wire fence, a distance of 1,257.85 feet to a point;

thence North 04 degrees 06 minutes 21 seconds East, in part with a barbed wire fence, in part along the easterly line of a parcel conveyed by Ronald and Allison Sheldon to Allison and Carolyn Sheldon by deed dated June 12, 1979 and recorded in the Lewis County Clerk's Office on June 12, 1979 in Liber 399 of Deeds at Page 28, a distance of 2,265.64 feet to the northeasterly corner of Great Lot 14;

thence South 85 degrees 48 minutes 54 seconds East, in part with a barbed wire fence and along the northerly line of Great Lot 14, a distance of 270.58 feet to a point in the center of Number Three Road (49.5-foot width);

thence South 56 degrees 01 minutes 10 seconds East, along the center of the Number Three Road, a distance of 1,864.58 feet to the northwesterly corner of said 62.5-acre parcel;

thence along the westerly and southerly lines of 62.5-acre parcel the following two courses and distances:

1. South 10 degrees 33 minutes 07 seconds West, generally with a barbed wire fence, a distance of 1085.70 feet to a point;
2. South 56 degrees 06 minutes 21 seconds East a distance of 683.29 feet to the Point of Beginning.

To contain 163.702 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 14 in Township 10, and being more precisely described as follows:

Beginning at a point in the centerline of the Vary Road (49.5-foot width), said point also being the southwesterly corner of the remainder of a 47.54-acre parcel conveyed by Ralph J. and Martha M. Drelick to Dale E. and Julie M. Kloster by deed dated May 5, 1977 and recorded in the Lewis County Clerk's Office on May 5, 1977 in Liber 374 of Deeds at Page 238, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,404,129.55 feet North and 1,081,610.75 feet East;

thence South 56 degrees 06 minutes 21 seconds East, in part with a barbed wire fence and along the southerly line of said 47.54-acre parcel, a distance of 1,320.00 feet to a point on the westerly line of a 121-acre parcel of land conveyed by Edwin J. and Mary Jane Widrick to Lauren D. and Debbie R. Zehr by deed dated April 7, 1989 and recorded in the Lewis County Clerk's Office on April 19, 1989 in Liber 507 of Deeds at Page 343;

thence South 10 degrees 26 minutes 46 seconds West, in part with a barbed wire fence and along the westerly line of said 121-acre parcel, a distance of 1,332.48 feet to the northeasterly corner of a 25-acre parcel conveyed by Cristopher and Jennifer J. Kain to Walter and Doris Kennell by deed dated August 28, 2013 and recorded in the Lewis County Clerk's Office on August 28, 2013 as Instrument No. 2013-006220;

thence North 72 degrees 53 minutes 07 seconds West, generally with a barbed wire fence and along the northerly line of said 25-acre parcel, a distance of 2,433.98 feet to a point in the center of Vary Road;

thence along the center of Vary Road, the following four courses and distances:

1. North 48 degrees 08 minutes 56 seconds East a distance of 976.57 feet to a point
2. North 47 degrees 53 minutes 14 seconds East a distance of 578.22 feet to a point
3. North 47 degrees 25 minutes 42 seconds East a distance of 299.65 feet to a point
4. North 47 degrees 08 minutes 51 seconds East a distance of 129.66 feet to the Point of Beginning.

To contain 66.017 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Simon and Diane Gingerich to Lowell and Joyce Gingerich by deed dated January 1, 2001 and recorded in the Lewis County Clerk's Office on October 4, 2001 in Liber 685 of Deeds at Page 172.

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).

WNYNO30010 SBL Nos. 158.-1-4.3; 158.-1-4.4 (Town of Lowville) Charles W. Snyder and Eileen E. Snyder

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated August 11, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000167, as assigned by Assignment and Assumption Agreement dated October 9, 2018 between Invenergy Wind Development LLC and Number Three Wind LLC recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease dated May 30, 2019 between Charles W. Snyder and Eileen E. Snyder, Eugene E. Thesier and Number Three Wind LLC recorded in the Lewis County Clerk's Office on June 7, 2019 as Instrument No. 2019002781, as amended and ratified by that certain Ratification of Agreement and Memorandum of Lease dated October 4, 2021 and recorded in the Lewis County Clerk's Office on October 21, 2021 as Instrument No. 2021-006184, regarding the parcels below:

Parcel 1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 10 and 11 in Township 10, and being more precisely described as follows:

Beginning at the intersection of the centerline of Humphrey Road (49.5-foot width) with the westerly line of Great Lot 11, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,379.30 feet North and 1,064,665.18 feet East;

thence North 05 degrees 19 minutes 26 seconds East, in part with a barbed wire fence and along the westerly line of Great Lot 11, a distance of 1,265.06 feet to a 3/4-inch iron pipe (extends 0.4 feet above grade) found at the northwesterly corner of Great Lot 11;

thence South 86 degrees 00 minutes 01 seconds East, generally with a barbed wire fence and along the northerly line of Great Lot 11, a distance of 1,502.24 feet to the northwesterly corner of a 10-acre parcel conveyed by the Town of Harrisburg to Danny R. and Becky J. Snyder by deed dated October 24, 1997 and recorded in the Lewis County Clerk's Office on November 12, 1997 in Liber 614 of Deeds at Page 85;

thence South 04 degrees 19 minutes 40 seconds West, generally with a barbed wire fence and along the westerly line of said 10-acre parcel, a distance of 1,602.50 feet to a point in the center of Humphrey Road, said course passing over a 3/4-inch iron pipe (extends 0.3 feet above grade) found at a distance of 0.94 feet and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.3-feet above grade), found at a distance of 1,573.48 feet;

thence along the center of Humphrey Road, the following two courses and distances:

1. South 82 degrees 38 minutes 36 seconds West a distance of 671.47 feet to a point;
2. along a curve deflecting to the right, having a central angle of 11 degrees 08 minutes 16 seconds and a radius of 592.00 feet, an arc distance of 115.08 feet to the centerline intersection of Humphrey Road with Kelsey Road (49.5-foot width) (chord: South 88 degrees 12 minutes 44 seconds West, 114.90 feet);

thence South 04 degrees 07 minutes 44 seconds West, in part along the center of Kelsey Road and in part along the westerly line of an 88.53-acre parcel conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175, a distance of 2,798.80 feet to a point on the southerly line of Great Lot 11;

thence North 86 degrees 52 minutes 22 seconds West, in part with a barbed wire fence, in part along the southerly line of Great Lot 11, and in part along the southerly line of Great Lot 10, a distance of 1,574.48 feet to the southeasterly corner of a 50-acre parcel conveyed by David A. Chase to The People of the State of New York by deed dated May 31, 1996 and recorded in the Lewis County Clerk's Office on May 31, 1996 in Liber 595 of Deeds at Page 344;

thence North 04 degrees 07 minutes 44 seconds East, in part with a barbed wire fence, in part along the easterly line of said 50-acre parcel, and in part along the easterly line of a parcel of land conveyed by Donald G. Lortie, Jr. and Kathryn M. Lortie to Tug Hill, LLC. By deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069, a distance of 2,287.63 feet to a point on the southerly line of a parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC. by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256;

thence along the southerly and easterly lines of Tug Hill, LLC. (Instrument No. 2007-01256), the following three courses and distances:

1. South 86 degrees 34 minutes 28 seconds East, generally with a barbed wire fence, a distance of 802.51 feet to a point;
2. North 05 degrees 19 minutes 26 seconds East, generally with a barbed wire fence, a distance of 844.74 feet to a point;

3. South 79 degrees 26 minutes 43 seconds East a distance of 200.41 feet to a point in the center of Humphrey Road;
thence North 42 degrees 14 minutes 29 seconds West, along the center of Humphrey Road, a distance of 270.41 feet to the Point of Beginning.

To contain 151.003 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Eugene E Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125.

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 2

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 11 in Township 10, and being more precisely described as follows:

Beginning at the centerline intersection of Humphrey Road (49.5-foot width) with Kelsey Road (49.5-foot width), said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,846.62 feet North and 1,065,379.43 feet East;

thence along the center of Humphrey Road, the following two courses and distances:

1. along a curve deflecting to the left, having a central angle of 11 degrees 08 minutes 16 seconds and a radius of 592.00 feet, an arc distance of 115.08 feet to a point (chord: North 88 degrees 12 minutes 44 seconds East, 114.90 feet);

2. North 82 degrees 38 minutes 36 seconds East a distance of 671.94 feet to the northwesterly corner of a 19.83-acre parcel conveyed by The Federal Bank of Springfield to Robert L. and Eva M. Snyder by deed dated June 23, 1948 and recorded in the Lewis County Clerk's Office on July 7, 1948 in Liber 211 of Deeds at Page 175;

thence South 05 degrees 07 minutes 38 seconds West, generally with a barbed wire fence and along the westerly line of said 19.83-acre parcel a distance of 660.36 feet to a 3/4-inch iron pipe (extends 0.6-feet above grade) found at the northerly line of an 88.53-acre parcel conveyed to Robert and Eva M. Snyder (Liber 271 - Page 175), passing over a 3/4-inch iron pipe (extends 0.6-feet above grade) found at a distance of 38.66 feet;

thence North 86 degrees 20 minutes 12 seconds West, in part with a barbed wire fence and along the northerly line of said 88.53-acre parcel, a distance of 761.29 feet to a point in the center of Kelsey Road, said course passing over a 3/4-inch iron pipe (extends 0.6 feet above grade) found at a distance of 734.16 feet;

thence North 04 degrees 07 minutes 44 seconds East, along the center of Kelsey Road, a distance of 520.80 feet to the Point of Beginning.

To contain 10.297 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Charles W. and Eileen E. Snyder, and Eugene E. Snyder to Charles W. and Eileen E. Snyder by deed dated September 21, 2015 and recorded in the Lewis County Clerk's Office on September 30, 2015 as Instrument No. 2015-004699.

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).

WNYNO30054 SBL Nos. 141.-1-5.11; 141.-2-2.11 (Town of Lowville) Robert E. Scoville, Judith A. Scoville, Robert T. Scoville, Keith A. Scoville, John P. Scoville, Janet M. Aubin and Janice A. Purcell

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated May 5, 2017 and recorded in the Lewis County Clerk's Office on September 20, 2017 as Instrument No. 2017-005347, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by that certain Amendment to Lease and Memorandum of Lease dated April 16, 2019 and recorded in the Lewis County Clerk's Office on November 11, 2021 as Instrument No. 2021-006403, regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 4 in Township No. 10, and being more precisely described as follows:

Beginning at a point in the southerly bounds of New York State Route 12, said point being the southeasterly corner of a 1.5-acre parcel conveyed by Robert E. and Judith A. Scoville, James P. and Janice A. Purcell, Paul G. and Janet M. Aubin to Paul G. Aubin and Janet M. Aubin by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 in as Instrument No. 2012-005235, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,409,597.96 feet North and 1,067,729.00 feet East;

thence South 39 degrees 00 minutes 31 seconds East, along the southerly bounds of New York State Route 12, a distance of 309.79 feet to the northeasterly corner of a 0.667-acre parcel conveyed by Robert E. and Judith A. Scoville to Thomas P. Aubin and Kate E. Eaves by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 as Instrument No. 2012-005234;

thence South 44 degrees 58 minutes 42 seconds West, along the northerly line of said 0.667-acre parcel, a distance of 420.20 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade);

thence South 08 degrees 42 minutes 12 seconds West, in part along the westerly line of said 0.667-acre parcel, in part along the westerly line of a parcel conveyed by Dennis M. Mastascusa to Thomas P. and Kate E. Aubin by deed dated September 29, 2009 and recorded in the Lewis County Clerk's Office on October 9, 2009 as Instrument No. 2009-005166, in part along the westerly line of a 3.66-acre parcel conveyed by Michael J. Peters to Michael J. and Sharon M. Peters by deed dated July 1988 and recorded in the Lewis County Clerk's Office on July 25, 1988 in Liber 499 of Deeds at Page 46, in part along the westerly line of a 4.66-acre parcel conveyed by Ronald D. Schneider to Scott P. and Bambi L. Riccio by deed dated December 20, 2013 and recorded in the Lewis County Clerk's Office on December 24, 2013 as Instrument No. 2013-008523, in part along the westerly line of a 5.66-acre parcel conveyed by Scott P. and Bambi L. Riccio to Scott J. Robins by deed dated July 18, 2017 and recorded in the Lewis County Clerk's Office on August 31, 2017 as Instrument No. 2017-004956, and in part along the westerly line of a 14.27-acre parcel conveyed by Farm Specialist Realty, Inc. to Donald and Shelley K. Waugh by deed dated May 19, 1976 and recorded in the Lewis County Clerk's Office on June 24, 1976 in Liber 365 of Deeds at Page 218, a distance of 1,621.51 feet to a 3/4-inch iron pipe (extends 0.6 feet above grade) found on the southerly line of Great Lot 4;

thence North 86 degrees 00 minutes 01 seconds West, generally with a barbed wire fence, and along the southerly line of Great Lot 4 a distance of 1,636.83 feet to the southeasterly corner of a 50-acre parcel conveyed by Robert T. and Darlene M. Scoville to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin by deed dated October 6, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005528;

thence North 04 degrees 15 minutes 45 seconds East, generally with a barbed wire fence, along the easterly line of said 50-acre parcel, a distance of 2,286.60 feet to a 3/4-inch iron pipe (extends 2.3 feet above grade) found on the southerly line of an 88.75-acre parcel conveyed to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin (Instrument No. 2010-005528);

thence South 85 degrees 35 minutes 17 seconds East, generally with a barbed wire fence, along the southerly line of said 88.75-acre parcel, a distance of 1,370.74 feet to a point on the westerly line of a 1.773-acre parcel conveyed by Robert E. and Judith A. Scoville, James P. and Janice A. Purcell, Paul G. and Janet M. Aubin to Paul G. and Janet M. Aubin by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 as Instrument No. 2012-005235;

thence South 19 degrees 31 minutes 43 seconds East, along the westerly line of said 1.773-acre parcel, a distance of 172.32 feet to a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade) found at the northwesterly corner of said 1.5-acre parcel;

thence along the westerly and southerly line of said 1.5-acre parcel, the following two courses and distances:

1. South 38 degrees 57 minutes 10 seconds East a distance of 216.61 feet to a point;
2. North 53 degrees 49 minutes 44 seconds East a distance of 309.46 feet to the Point of Beginning.

To contain 89.871 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867.

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 2

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 4 in Township No. 10, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point being the southeasterly corner of a parcel of land conveyed by Ian and Cindy Waugh-Crabtree to Cindy Waugh by deed dated August 27, 2012 and recorded in the Lewis County Clerk's Office on November 25, 2013 as Instrument No. 2013-007981, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,409,366.34 feet North and 1,068,001.56 feet East;

thence along the easterly and northerly lines of Cindy Waugh, the following two courses and distances:

1. North 51 degrees 12 minutes 03 seconds East a distance of 395.00 feet to a point;
2. North 39 degrees 19 minutes 26 seconds West a distance of 1,324.30 feet to a point on the easterly line of an 88.75-acre parcel conveyed by Robert T. Scoville to James P. and Janice A. Purcell, and Paul G. and Janet M. Aubin by deed dated October 6, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005528;

thence North 04 degrees 13 minutes 43 seconds East, generally with a barbed wire fence and stonewall, in part along the easterly line of said 88.75-acre parcel, and in part along the easterly line of a 27 1/4-acre parcel conveyed by Robert T. Scoville and Darlene M. Scoville to Robert T. Scoville by deed dated October 15, 2010 and recorded in the Lewis County Clerk's Office on October 15, 2010 as Instrument No. 2010-005520, a distance of 1,406.20 feet to a point on the division line between the Town of Harrisburg and the Town of Denmark;

thence South 85 degrees 53 minutes 57 seconds East, generally with a barbed wire fence and stonewall, along the division line between the Town of Harrisburg and the Town of Denmark, a distance of 2,442.00 feet to the northeasterly corner of Great Lot 4;

thence South 03 degrees 44 minutes 29 seconds West, along the easterly line of Great Lot 4, a distance of 1,754.77 feet to the most northerly corner of a 16.6-acre parcel conveyed by Grim Ventures, LTD. to Iraj R. Javaherforoush by deed dated November 7, 1975 and recorded in the Lewis County Clerk's Office on November 24, 1975 in Liber 359 of Deeds at Page 278, said point being located South 50 degrees 08 minutes 05 seconds West a distance of 5.79 feet from a found 3/4-inch iron pipe (extends 0.7 feet above grade);

thence South 50 degrees 08 minutes 05 seconds West, along the northerly line of said 16.6-acre parcel, a distance of 964.76 feet to the most easterly corner of a parcel of land conveyed by John P. Scoville to Jonathan M. Aubin by deed dated August 3, 2013 and recorded in the Lewis County Clerk's Office on August 12, 2013 as Instrument No. 2013-005844;

thence along the easterly and northerly lines of Jonathan M. Aubin, the following five courses and distances:

1. North 39 degrees 39 minutes 30 seconds West a distance of 459.89 feet to a found 1/2-inch iron pipe with a 1-inch diameter yellow plastic cap marked "GYMO" (extends 0.4 feet above grade);
2. South 35 degrees 04 minutes 07 seconds West a distance of 329.50 feet to a point;
3. South 37 degrees 19 minutes 52 seconds East a distance of 53.52 feet to a point;
4. South 42 degrees 50 minutes 07 seconds West a distance of 427.48 feet to a point;
5. South 51 degrees 56 minutes 12 seconds West a distance of 231.22 feet to a point on the easterly bounds of New York State Route 12, said point being North 51 degrees 56 minutes 12 seconds East a distance of 6.91 feet from a found 1/2-inch iron pipe (flush with grade);

thence North 39 degrees 00 minutes 31 seconds West, along the easterly bounds of New York State Route 12, a distance of 365.41 feet to the Point of Beginning.

To contain 121.943 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 Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville, and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867.

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).

WNYNO30017 SBL No. 159-2-3 (Town of Lowville) Thomas Z. Eaves, Jr.

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated March 31, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000169, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Kenneth Gerber and Naomi J. Gerber dated May 28, 2019 and recorded in the Lewis County Clerk's Office June 7, 2019 as Instrument No. 2019-002788 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 2, 7 and 8 in Township 10, and being more precisely described as follows:

Beginning at the centerline intersection of Griffith Road (49.5-foot width) with Hoffman Road (49.5-foot width), said point also being on the westerly line of the remainder of a 224.95-acre parcel of land conveyed by Daniel R. and Gail A. Klosner to Thomas Z. Eaves, Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,407,885.55 feet North and 1,090,521.11 feet East;

thence South 08 degrees 29 minutes 06 seconds West, in part along the center of Hoffman Road, and along the westerly line of said 224.95-acre remainder parcel, a distance of 900.10 feet to a point;

thence South 62 degrees 23 minutes 15 seconds East, along the southerly line of said remainder of 224.95-acre parcel, a distance of 303.01 feet to a point in the center of Hoffman Road;

thence along the center of Hoffman Road, the following eleven courses and distances:

1. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 03 degrees 32 minutes 26 seconds and a radius of 1445.70 feet, an arc distance of 89.34 feet to a default (chord: South 29 degrees 26 minutes 53 seconds East, 89.32 feet);
2. South 27 degrees 41 minutes 45 seconds East a distance of 330.87 feet to a point;
3. South 29 degrees 05 minutes 28 seconds East a distance of 622.45 feet to a point;
4. along a curve deflecting to the right, having a central angle of 36 degrees 06 minutes 30 seconds and a radius of 499.50 feet, an arc distance of 314.79 feet to a point (chord: South 11 degrees 02 minutes 13 seconds East, 309.61 feet);
5. South 07 degrees 03 minutes 17 seconds West a distance of 275.28 feet to a point;
6. South 04 degrees 29 minutes 02 seconds West a distance of 575.97 feet to a point;
7. South 08 degrees 06 minutes 46 seconds West a distance of 159.84 feet to a point;
8. South 06 degrees 25 minutes 34 seconds West a distance of 123.98 feet to a point;
9. South 05 degrees 44 minutes 30 seconds West a distance of 274.24 feet to a point;
10. South 05 degrees 03 minutes 47 seconds West a distance of 556.68 feet to a point;
11. South 05 degrees 48 minutes 49 seconds West a distance of 164.54 feet to the northeasterly corner of a parcel of land conveyed by Thomas Z. Eaves to Thomas Z. and Audrey J. Eaves, and Jerry L. Eaves by deed dated December 4, 2013 and recorded in the Lewis County Clerk's Office on December 10, 2013 as Instrument No. 2013-008214;

thence along the northerly line of Thomas Z. and Audrey J. Eaves, and Jerry L. Eaves, the following three courses and distances:

1. North 84 degrees 32 minutes 45 seconds West, generally with a barbed wire fence, a distance of 2,285.13 feet to a point;
2. North 03 degrees 52 minutes 23 seconds East, in part with a barbed wire fence, a distance of 204.18 feet to a point;

3. North 86 degrees 22 minutes 32 seconds West, in part with a barbed wire fence, a distance of 619.50 feet to a point in the center of Delles Road;

thence along the center of Delles Road, the following five courses and distances:

1. North 15 degrees 12 minutes 54 seconds West a distance of 682.58 feet to a point
2. North 15 degrees 39 minutes 50 seconds West a distance of 367.73 feet to a point
3. North 16 degrees 36 minutes 24 seconds West a distance of 181.93 feet to a point
4. North 17 degrees 39 minutes 59 seconds West a distance of 880.35 feet to a point
5. thence along a curve deflecting to the left, having a central angle of 07 degrees 19 minutes 38 seconds and a radius of 1,082.00 feet, an arc distance of 138.37 feet to a point on the northerly line of Great Lot 7, (chord: North 21 degrees 19 minutes 52 seconds West, 138.28 feet);

thence South 86 degrees 35 minutes 12 seconds East, along the northerly line of Great Lot 7, a distance of 1,411.48 feet to the southwesterly corner of Great Lot 2;

thence North 04 degrees 11 minutes 26 seconds East, in part with a barbed wire fence and stonewall, and along the westerly line of Great Lot 2, a distance of 1,883.64 feet to a point in the center of Griffith Road, said course passing over a 1/2-inch rebar (extends 1.0 feet above ground found at a distance of 1,616.88 feet);

thence along the center of Griffith Road, the following three courses and distances:

1. South 85 degrees 44 minutes 07 seconds East a distance of 113.54 feet to a point
2. South 86 degrees 01 minutes 11 seconds East a distance of 1254.03 feet to a point
3. along a curve deflecting to the left, having a central angle of 54 degrees 12 minutes 46 seconds and a radius of 154.50 feet, an arc distance of 146.19 feet to the Point of Beginning, (chord: North 66 degrees 52 minutes 26 seconds East, 140.79 feet);

To contain 248.268 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Kenneth Gerber to Kenneth C. and Naomi J. Gerber by deed dated September 16, 2016 and recorded in the Lewis County Clerk's Office on September 16, 2016 as Instrument No. 2016-004849.

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).

WNYNO30019 SBL Nos 177.-1-15; 177.-1-20.2 (Town of Lowville) Joseph P. Shultz

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated May 25, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000168, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC, dated October 9, 2018, and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Joseph P. Shultz and Susan G. Shultz and Number Three Wind LLC, dated May 9, 2019, and recorded May 22, 2019 as Instrument No. 2019-002452, to be amended further by that Second Amendment to Lease and Memorandum of Lease, regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 9 and 10 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southwesterly corner of a parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2014 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,854.86 feet North and 1,098,490.92 feet East;

thence along the center of the Number Three Road, the following two courses and distances:

1. North 49 degrees 19 minutes 50 seconds West a distance of 1,539.45 feet to a point;
2. North 49 degrees 12 minutes 04 seconds West a distance of 543.83 feet to a point on the westerly line of Stowe Square Lot 9;

thence North 03 degrees 50 minutes 49 seconds East, along the westerly line of Stowe Square Lot 9, a distance of 2,087.74 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 30.79 feet and passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 2,071.27 feet;

thence South 86 degrees 10 minutes 37 seconds East, along the center of Buell Road, a distance of 2,213.21 feet to the northwesterly corner of a parcel of land conveyed by Paul J. and Rebekah L. Bhsst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421;

thence South 04 degrees 03 minutes 46 seconds West, in part with a barbed wire fence, and stonewall and along the westerly line of Daniel E. Beyer, a distance of 2,308.11 feet to a point on the southerly line of Stowe Square Lot 9;

thence North 85 degrees 48 minutes 44 seconds West, along the southerly line of Stowe Square Lot 9, a distance of 296.18 feet to a 1-inch iron pipe (extends 1.1 feet above grade) found at the northwesterly corner of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler;

thence South 17 degrees 00 minutes 54 seconds West, generally with a barbed wire fence and along the westerly line of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler, a distance of 1,059.77 feet to the Point of Beginning.

To contain 135.394 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Thomas E. and Margaret G. Shultz to Joseph P. and Susan G. Shultz by deed dated November 5, 2003 and recorded in the Lewis County Clerk's Office on November 6, 2003 as Instrument No. 2003-03644.

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 2

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lot 15 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southeasterly corner of the remainder of a 37.70-acre parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,665.46 feet North and 1,096,383.12 feet East;

thence North 03 degrees 54 minutes 37 seconds East a distance of 1,674.32 feet to a point in the center of Buell Road (49.5-foot width), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.2 feet above grade) found at a distance of 31.02 feet, and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 1,649.74 feet;

thence South 85 degrees 56 minutes 09 seconds East, along the center of Buell Road, a distance of 555.76 feet to the northeasterly corner of Stowe Square Lot 15;

thence South 03 degrees 50 minutes 49 seconds West, along the easterly line of Stowe Square Lot 15, a distance of 2,087.74 feet to the center of the Number Three Road, said course passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 16.47 feet and passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 2,056.95 feet;

thence North 49 degrees 27 minutes 33 seconds West, along the center of the Number Three Road, a distance of 695.40 feet to the Point of Beginning.

To contain 24.043 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Richard F. and Margaret T. Weller to Joseph P. and Susan G. Schultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873.

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).

WNYNO30005 SBL No. 141.-1-6.21 (Town of Lowville) Christopher J. Aubin

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated June 19, 2018 and recorded in the Lewis County Clerk's Office on August 9, 2018 as Instrument No. 2018-003946, as assigned by Assignment and Assumption Agreement given by Invenergy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Lease and Memorandum of Lease between Thomas P. Aubin and Kate E. Aubin a/k/a Kate E. Eaves and Number Three Wind LLC dated June 13, 2019 and recorded in the Lewis County Clerk's Office on July 2, 2019 as Instrument No. 2019-003335 regarding the parcel below:

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 4 in Township No. 10, and being more precisely described as follows:

Beginning at a point on the westerly bounds of New York State Route 12 (variable width), said point being the northeasterly corner of a 2.40-acre remainder parcel of land conveyed by Michael J. Peters to Michael J. and Sharon M. Peters by deed dated July 1988 and recorded in the Lewis County Clerk's Office on July 25, 1988 in Liber 499 of Deeds at Page 46, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,409,193.21 feet North and 1,068,056.86 feet East;

thence South 50 degrees 59 minutes 48 seconds West, along the northerly line of said 2.40-acre remainder parcel, a distance of 601.51 feet to a point on the easterly line of a 95-acre parcel of land conveyed by Robert E. and Judith A. Scoville to Robert E. and Judith A. Scoville, Janet M. Aubin, Janice A. Purcell, Robert T. Scoville, Keith A. Scoville, and John P. Scoville by deed dated January 29, 2018 and recorded in the Lewis County Clerk's Office on February 20, 2018 as Instrument No. 2018-000867;

thence along the easterly line of said 95-acre parcel, the following two courses and distances:

1. North 08 degrees 42 minutes 12 seconds East a distance of 248.22 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.2 feet above grade);
2. North 44 degrees 58 minutes 42 seconds East a distance of 420.20 feet to a point on the westerly bounds of New York State Route 12, said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "Moncrief PLS49819" (extends 0.3 feet above grade) found at a distance of 413.20 feet;

thence South 39 degrees 00 minutes 31 seconds East, along the westerly bounds of New York State Route 12, a distance of 211.09 feet to the Point of Beginning.

To contain 2.166 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Dennis Mastascusa to Thomas P. Aubin and Kate E. Eaves by deed dated September 29, 2009 and recorded in the Lewis County Clerk's Office on October 9, 2009 as Instrument No. 2009-005166 and the same premises conveyed by Robert E. and Judith A. Scoville to Thomas P. Aubin and Kate E. Eaves by deed dated October 14, 2012 and recorded in the Lewis County Clerk's Office on October 15, 2012 as Instrument No. 2012-005234.

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).

WNYNO30070 SBL Nos. 157.00-02-02.100, excluding the portion of the parcel lying to the West of Woodbottle Rd.; 157.00-02-04.000; 158.00-01-01.112; 158.00-01-01.150; 158.00-01-02.000 (Town of Lowville) Tug Hill LLC

Wind Lease Agreement of unspecified date as evidenced by that certain Memorandum of Wind Energy Lease, dated December 12, 2018 and recorded in the Lewis County Clerk's Office on June 21, 2019 as Instrument No. 2019-003107; and by that certain Memorandum of Wind Energy Lease between Tug Hill LLC and Invenergy Wind Development LLC dated July 9, 2019 and recorded in the Lewis County Clerk's Office on August 20, 2019 as Instrument No. 2019-004275, as assigned by that certain Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC, dated December 1, 2021 and recorded on December 6, 2021 in the Lewis County Clerk's Office as Instrument No. 2021-007204, to be amended by that certain Amendment to Lease and Memorandum of Lease, regarding the parcels below:

PARCEL 1

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 10 in Township 10, and being more precisely described as follows:

Beginning at a point in the center of Wood Battle Road (49.5-foot width), said point also being the southwesterly corner of the remainder of a 124.62-acre parcel of land conveyed by Catherine Snyder to Jeffery M. Snyder, Shawn E. Snyder, Jennifer L. Snyder Hoganson, Jason H. Snyder, and Brian E. Snyder by deed dated December 31, 1997 and recorded in the Lewis County Clerk's Office on July 29, 1998 in Liber 625 of Deeds at Page 269, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,407,402.01 feet North and 1,059,819.22 feet East;

thence South 86 degrees 07 minutes 54 seconds East, generally with a barbed wire fence and along the southerly line of said 124.62-acre remainder parcel, a distance of 2,362.18 feet to a point on the westerly line of the remainder of a 79.89-acre parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256;

thence South 04 degrees 37 minutes 33 seconds West, generally with a barbed wire fence, in part along the westerly line of said 79.89-acre remainder parcel, and in part along the westerly line of a 30.00-acre parcel of land conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's Office on March 10, 2005 as Instrument No. 2005-00747, a distance of 1,714.03 feet to the northeasterly corner of an 80-acre parcel of land conveyed by Anthony J., Jr. and Ethel M. Petrus to Tug Hill, LLC by deed dated December 29, 2003 and recorded in the Lewis County Clerk's Office on December 30, 2003 as Instrument No. 2003-04292;

thence North 86 degrees 17 minutes 36 seconds West, in part with a barbed wire fence, in part along the northerly line of said 80-acre parcel, and in part along the northerly line of a parcel of land conveyed by the Town of Harrisburg to Francis C. Alexander by deed dated October 24, 1997 and recorded in the Lewis County Clerk's office on October 28, 1997 in Liber 613 of Deeds at Page 153, a distance of 2,559.90 feet to a point in the center of Wood Battle Road;

thence North 04 degrees 45 minutes 22 seconds East, along the center of Wood Battle Road, a distance of 110.00 feet to the southwesterly corner of a parcel of land conveyed by Warner and Martha St. Louis to Tug Hill, LLC by deed dated October 10, 2003 and recorded in the Lewis County Clerk's Office on October 14, 2003 as Instrument No. 2003-03306;

thence along the southerly, easterly and northerly lines of Tug Hill, LLC (Instrument No. 2003-03306), the following three courses and distances:

1. South 86 degrees 17 minutes 36 seconds East a distance of 150.00 feet to a point;
2. North 04 degrees 45 minutes 22 seconds East a distance of 150.00 feet to a point;
3. North 86 degrees 17 minutes 36 seconds West a distance of 150.00 feet to a point in the center of Wood Battle Road;

thence along the center of Wood Battle Road, the following four courses and distances:

1. North 04 degrees 45 minutes 22 seconds East a distance of 511.90 feet to a point;
2. along a curve deflecting to the right, having a central angle of 13 degrees 06 minutes 43 seconds and a radius of 1,506.75 feet, an arc distance of 344.82 feet to a point (chord: North 11 degrees 18 minutes 44 seconds East, 344.07 feet);
3. North 17 degrees 52 minutes 06 seconds East a distance of 222.85 feet to a point;
4. North 19 degrees 32 minutes 15 seconds East a distance of 407.03 feet to the Point of Beginning;

To contain 98.636-acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Raymond M. Durr, Esq. to Tug Hill, LLC by deed dated July 22, 2003 and recorded in the Lewis County Clerk's Office on August 5, 2003 as Instrument No. 2003-02410.

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 3

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lots 10 and 11 in Township 10, and being more precisely described as follows:

Beginning at a point in the center of Humphrey Road (49.5-foot width), said point also being the northeasterly corner of a parcel of land conveyed by Randy and Lindsay A. Nicol to Frederick L. and Ann R. Snyder by deed dated May 23, 1989 and recorded in the Lewis County Clerk's Office on June 6, 1989 in Liber 509 of Deeds at Page 168, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,389.03 feet North and 1,064,656.35 feet East;

thence South 42 degrees 14 minutes 29 seconds East, along the center of Humphrey Road, a distance of 283.55 feet to a point on the westerly line of a parcel of land conveyed by Eugene E. Theiser to Charles W. and Eileen E. Snyder by deed dated January 1, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 79 degrees 26 minutes 43 seconds West, along the westerly line of Charles W. and Eileen E. Snyder, a distance of 200.41 feet to a point on the easterly line of Great Lot 10;

thence South 05 degrees 19 minutes 26 seconds West, generally with a barbed wire fence and stonewall, and along the easterly line of Great Lot 10, a distance of 844.74 feet to the northeasterly corner of a 40-acre parcel of land conveyed to Charles W. and Eileen E. Snyder (Instrument No. 2013-001125);

thence North 86 degrees 34 minutes 28 seconds West, generally with a barbed wire fence, in part along the northerly line of said 40-acre parcel, and in part along the northerly line of a 21.3-acre parcel of land conveyed by Donald G., Jr. and Kathryn M. Lortie to Tug Hill, LLC by deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069, a distance of 1,700.13 feet to a point on the easterly line of a 30-acre parcel of land conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's Office on March 10, 2005 as Instrument No. 2005-00747;

thence along the easterly and northerly line of said 30.0-acre parcel, the following two courses and distances:

1. North 04 degrees 11 minutes 32 seconds East a distance of 517.42 feet to a point;
2. North 85 degrees 53 minutes 44 seconds West a distance of 834.75 feet to a point on the easterly line of a 220-acre parcel of land conveyed by Raymond M. Durr, Esq. to Tug Hill, LLC by deed dated July 22, 2003 and recorded in the Lewis County Clerk's Office on August 5, 2003 as Instrument No. 2003-02410;

thence North 04 degrees 37 minutes 33 seconds East, generally with a barbed wire fence, in part along the easterly line of said 220-acre parcel, and in part along the easterly line of the remainder of a 124.62-acre parcel of land conveyed by Catherine Snyder to Jeffery M. Snyder, Shawn E. Snyder, Jennifer L. Snyder Hoganson, Jason H. Snyder, and Brian E. Snyder by deed dated December 31, 1997 and recorded in the Lewis County Clerk's Office on July 29, 1998 in Liber 625 of Deeds at Page 269, a distance of 1,272.76 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.5 feet above grade) found at the southwesterly corner of a 13.31-acre parcel of land conveyed by Randy G. Nicol to Randy G. and Betsy M. Nicol by deed dated May 10, 1996 and recorded in the Lewis County Clerk's Office on May 16, 1996 in Liber 595 of Deeds at Page 185;

thence South 72 degrees 39 minutes 04 seconds East, along the southerly line of said 13.31-acre parcel, a distance of 195.08 feet to a 1/2-inch iron pin (extends 0.4 feet above grade) found on the westerly line of a 37.85-acre parcel of land conveyed by Randy G. Nicol to Scott L. and Susan E. Nicol by deed dated June 15, 1990 and recorded in the Lewis County Clerk's Office on July 17, 1990 in Liber 523 of Deeds at Page 94;

thence along the westerly, southerly and easterly lines of said 37.85-acre parcel, the following six courses and distances:

1. South 06 degrees 30 minutes 00 seconds West a distance of 556.57 feet to a found 1/2-inch iron pin (extends 0.7 feet above grade);
2. South 46 degrees 08 minutes 24 seconds East a distance of 377.13 feet to a point;
3. South 51 degrees 23 minutes 48 seconds East a distance of 124.13 feet to a found 1/2-inch iron pin (extends 0.4 feet above grade);
4. North 56 degrees 44 minutes 27 seconds East a distance of 127.87 feet to a found 1/2-inch iron pin (extends 0.5 feet above grade);
5. South 88 degrees 41 minutes 39 seconds East a distance of 1,285.64 feet to a found 1/2-inch iron pin (extends 0.7 feet above grade);
6. North 06 degrees 53 minutes 42 seconds East, in part with a barbed wire fence, a distance of 261.03 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.9 feet above grade) found at the southwesterly corner of Frederick L. and Ann R. Snyder (Liber 509 - Page 168);

thence along the southerly and easterly lines of Frederick L. and Ann R. Snyder, the following two courses and distances:

1. South 58 degrees 38 minutes 57 seconds East a distance of 604.44 feet to a point;
2. North 52 degrees 07 minutes 39 seconds East a distance of 53.36 feet to the Point of Beginning.

To contain 53.091 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 Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256.

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 4

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 10 in Township 10, and being more precisely described as follows:

Commencing at a point in the center of Wood Battle Road (49.5-foot width), said point being on the southerly line of a 220-acre parcel of land conveyed by Raymond M. Durr, Esq. to Tug Hill, LLC by deed dated July 22, 2003 and recorded in the Lewis County Clerk's office on August 5, 2003 as Instrument No. 2003-02410, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,699.70 feet North and 1,059,483.23 feet East;

thence along the southerly and easterly line of said 220-acre parcel, the following two courses and distances:

1. South 86 degrees 17 minutes 36 seconds East a distance of 2,559.90 feet to a point;
2. North 04 degrees 37 minutes 33 seconds East a distance of 519.58 feet to the southwesterly corner of the remainder of a 79.89-acre parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,052.09 feet North and 1,062,079.68 feet East, said point also being the Point of Beginning;

thence South 85 degrees 53 minutes 44 seconds East, along the southerly line of said 79.89-acre remainder parcel, a distance of 834.75 feet to a point;

thence South 04 degrees 11 minutes 32 seconds West, in part with a barbed wire fence, in part along the southerly line of said 79.89-acre remainder parcel, and in part along the westerly line of a 21.3-acre parcel of land conveyed by Donald G., Jr. and Kathryn M Lortie to Tug Hill, LLC by deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069, a distance of 1,552.04 feet to a 1/2-inch rebar (extends 0.3 feet above grade) found on the northerly line of a 50-acre parcel of land conveyed by David A. Chase to the People of the State of New York by deed dated May 31, 1996 and recorded in the Lewis County Clerk's Office on May 31, 1996 in Liber 595 of Deeds at Page 344;

thence North 85 degrees 53 minutes 39 seconds West, generally with a barbed wire fence and along the northerly line of said 50-acre parcel, a distance of 846.50 feet to a 1/2-inch rebar (extends 0.6 feet above grade) found on the easterly line of an 80-acre parcel of land conveyed by Anthony J., Jr. and Ethel M. Petrus to Tug Hill, LLC by deed dated December 29, 2003 and recorded in the Lewis County Clerk's Office on December 30, 2003 as Instrument No. 2003-04292;

thence North 04 degrees 37 minutes 33 seconds East, in part with a barbed wire fence, in part along the easterly line of said 80-acre parcel, and in part along the easterly line of said 220-acre parcel, a distance of 1,552.08 feet to the Point of Beginning.

To contain 29.951 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's Office on March 10, 2005 as Instrument No. 2005-00747.

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 5

All that tract or parcel of land situate in the Town of Harrisburg, County of Lewis, State of New York, being a portion of Great Lot 10 in Township 10, and being more precisely described as follows:

Commencing at the intersection of the center of Humphrey Road (49.5-foot width) with the easterly line of Great Lot 10, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,406,379.30 feet North and 1,064,665.18 feet East;

thence South 05 degrees 19 minutes 26 seconds West, along the easterly line of Great Lot 10, a distance of 1,008.93 feet to the northeasterly corner of a 40-acre parcel of land conveyed by Eugene E. Theiser to Charles W. and Eileen E. Snyder by deed dated January 29, 2013 and recorded in the Lewis County Clerk's Office on February 26, 2013 as Instrument No. 2013-001125;

thence North 86 degrees 34 minutes 28 seconds West, along the northerly line of said 40-acre parcel, a distance of 802.51 feet to the northwesterly corner of said 40-acre parcel, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,405,422.67 feet North and 1,063,770.48 feet East, said point also being the Point of Beginning;

thence South 04 degrees 07 minutes 44 seconds West, in part with a barbed wire fence and along the westerly line of said 40-acre parcel, a distance of 1,045.27 feet to the northeasterly corner of a 50-acre parcel of land conveyed by David A. Chase to the People of the State of New York by deed dated May 31, 1996 and recorded in the Lewis County Clerk's office on May 31, 2016 in Liber 595 of Deeds at Page 344;

thence North 85 degrees 53 minutes 39 seconds West, in part with a barbed wire fence and along the northerly line of said 50-acre parcel, a distance of 898.69 feet to a 1/2-inch rebar (extends 0.3 feet above grade) found at the southeasterly corner of a 30-acre parcel of land conveyed by Frederick L. and Ann R. Snyder to Tug Hill, LLC by deed dated March 8, 2005 and recorded in the Lewis County Clerk's office on March 10, 2005 as Instrument No. 2005-00747;

thence North 04 degrees 11 minutes 32 seconds East, generally with a barbed wire fence and along the easterly line of said 30-acre parcel, a distance of 1,034.62 feet to a point on the southerly line of the remainder of a 79.89-acre parcel of land conveyed by Randy G. and Betsy M. Nicol to Tug Hill, LLC by deed dated April 10, 2007 and recorded in the Lewis County Clerk's Office on April 17, 2007 as Instrument No. 2007-01256;

thence South 86 degrees 34 minutes 28 seconds East, in part with a barbed wire fence, in part along the southerly line of said 79.89-acre remainder parcel, and in part along the southerly line of the remainder of a 79.14-acre parcel conveyed to Tug Hill, LLC (Instrument No. 2007-01256), a distance of 897.62 feet to the Point of Beginning.

To contain 21.442 of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Donald G., Jr. and Kathryn M. Lortie to Tug Hill, LLC by deed dated June 21, 2005 and recorded in the Lewis County Clerk's Office on June 28, 2005 as Instrument No. 2005-02069.

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).

Schedule C

Description of Easement Parcels

Various easement interests held by the Company in certain parcels of land (the "Easement Parcels") located in the Town of Lowville, County of Lewis, New York, said Easement Parcels being more particularly described below, together with any improvements now or hereafter located on the [Easement Parcels]:

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

WNYNO30020 SBL Nos. 196.-1-31.11, 195.00-03-04.000 (Town of Lowville) Earl M. Nolt, Verna M. Nolt, Earl Mervin Nolt, and Marita D. Nolt

Easement Agreement between Earl Mervin and Marita D. Nolt and Number Three Wind LLC to be recorded in the Lewis County Clerk's Office (Parcel 1).

Easement Agreement dated June 3, 2016 between Earl M. and Verna Nolt and Invenergy Wind Development LLC, as amended by that certain First Amendment to Lease and Easement Agreement between Number Three Wind Development LLC and Earl M. and Verna Nolt dated February 22, 2021, as assigned by that certain Assignment and Assumption Agreement dated November 18, 2021 and recorded November 30, 2021 as Instrument No. 2021-007079, to be further amended by that certain Memorandum of Easement between Number Three Wind Development LLC and Earl M. and Verna Nolt (Parcel 3).

Parcel 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 22 and 23 in Township 11, and being more precisely described as follows:

Beginning at a point on the southerly bounds of New York State Route 812, said point also being on the northerly line of a 3.79-acre parcel of land conveyed by Herbert D. and Minnie Fairchild to the Town of Lowville by deed dated March 25, 1921 and recorded in the Lewis County Clerk's Office on May 5, 1921 in Liber 138 of Deeds at Page 273, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,387,820.92 feet North and 1,109,998.63 feet East;

thence along the southerly bounds of New York State Route 812, the following five courses and distances:

1. North 13 degrees 45 minutes 51 seconds East a distance of 102.72 feet to a point;
2. North 50 degrees 11 minutes 19 seconds East a distance of 188.84 feet to a point;
3. North 38 degrees 10 minutes 23 seconds East a distance of 121.44 feet to a point;
4. North 52 degrees 16 minutes 23 seconds East a distance of 339.17 feet to a point;
5. North 72 degrees 38 minutes 56 seconds East a distance of 1,270.52 feet to the northwesterly corner of a 1.05-acre parcel of land conveyed by John F. Hellinger, Jr. to Thomas S. and Carol A. Ewing by deed dated July 5, 1974 and recorded in the Lewis County Clerk's Office on July 11, 1974 in Liber 345 of Deeds at Page 246;

thence along the westerly, southerly, and easterly lines of said 1.05-acre parcel, the following three courses and distance:

1. South 04 degrees 52 minutes 10 seconds West a distance of 228.25 feet to a point;
2. North 67 degrees 40 minutes 10 seconds East a distance of 217.00 feet to a point;
3. North 08 degrees 12 minutes 50 seconds West a distance of 75.00 feet to the southwestly corner of a 1/2-acre parcel conveyed by Reginald J. Hulbert Sr. to Reginald J., Jr. and Tammie J. Hulbert by deed dated December 12, 1991 and recorded in the Lewis County Clerk's office on December 17, 1991 in Liber 543 of Deeds at Page 299;

thence North 73 degrees 47 minutes 10 seconds East, in part along the southerly line of said 1/2-acre parcel and in part along the southerly line of two parcels of land conveyed by Marie B. Walters to Gerald S. Walters by deed dated September 30, 1994 and recorded in the Lewis County Clerk's Office on October 3, 1994 in Liber 576 of Deeds at Page 70, a distance of 416.75 feet to a point on the westerly line of a 1 1/4-acre parcel of land conveyed by Leo and Irene Walters to Gerald S. Walters by deed dated February 15, 2008 and recorded in the Lewis County Clerk's Office on April 18, 2008 as Instrument No. 2008-001862;

thence along the westerly and southerly lines of said 1 1/4-acre parcel, the following two courses and distances:

1. South 12 degrees 32 minutes 24 seconds East a distance of 32.70 feet to a point;
2. North 73 degrees 47 minutes 10 seconds East a distance of 121.70 feet to a point on the westerly line of a 2.35-acre parcel conveyed by Judy Ann Munger to Christopher R. LaComb, Jr. by deed dated March 13, 2017 and recorded in the Lewis County Clerk's Office on March 31, 2017 as Instrument No. 2017-001888;

thence along the westerly and easterly lines of said 2.35-acre parcel, the following two courses and distances:

1. South 32 degrees 20 minutes 50 seconds East a distance of 482.42 feet to a point;
2. North 01 degrees 57 minutes 08 seconds East a distance of 412.70 feet to the southwesterly corner of a 1.64-acre parcel conveyed by Jeffrey S. Hulbert and Nicole L. Hills to Jeffrey S. and Jennifer S. Hulbert by deed dated April 10, 2006 and recorded in the Lewis County Clerk's Office on April 17, 2006 as Instrument No. 2006-01178;

thence along the southerly and easterly lines of said 1.64-acre parcel, the following two courses and distances:

1. South 79 degrees 41 minutes 06 seconds East a distance of 225.00 feet to a point;
2. North 03 degrees 34 minutes 50 seconds East a distance of 146.42 feet to the southwesterly corner of a parcel of land conveyed by Gary D. and Brenda J. Terry to Lee M. Terry and Christina L. Flint by deed dated May 19, 2016 and recorded in the Lewis County Clerk's office on June 9, 2016 as Instrument No. 2016-003012;

thence North 88 degrees 33 minutes 54 seconds East, in part along the southerly line of Lee M. Terry and Christina L. Flint and in part along the southerly line of a parcel of land conveyed by Elwin J. and Mary R. Woolschlager to V. S. Virkler and Son, Inc. by deed dated March 8, 1982 and recorded in the Lewis County Clerk's Office on December 21, 1983 in Liber 441 of Deeds at Page 41, a distance of 276.62 feet to the northwesterly corner of a 1.000-acre parcel of land conveyed by V. S. Virkler & Son, Inc. to Charles S. Perkins by deed dated September 21, 1995 and recorded in the Lewis County Clerk's Office on October 3, 1995 in Liber 588 of Deeds at Page 209, said course passing over a 1/2-inch iron pipe (extends 0.1 feet above grade) found at a distance of 156.15 feet;

thence along the westerly line of said 1.000-acre parcel, the following two courses and distances:

1. South 34 degrees 09 minutes 15 seconds East a distance of 23.38 feet to a found 1 1/2-inch iron pipe (extends 0.2 feet above grade);
2. South 65 degrees 03 minutes 14 seconds East a distance of 31.28 feet to a found 1 1/2-inch iron pipe (extends 1.0 feet above grade);

thence South 10 degrees 24 minutes 59 seconds East, in part along the westerly line of said 1.000-acre parcel and in part along the westerly line of a 1.967-acre parcel of land conveyed by V.S. Virkler & Sons, Inc. to Charles S. Perkins by deed dated September 21, 1995 and recorded in the Lewis County Clerk's Office on October 3, 1995 in Liber 588 of Deeds at Page 207, a distance of 376.11 feet to a point on the northerly line of a 3.29-acre parcel conveyed by the County of Lewis to Earl M. Nolt by deed dated May 26, 2010 and recorded in the Lewis County Clerk's Office on June 3, 2010 as Instrument No. 2010-002960, said point being located North 10 degrees 24 minutes 59 seconds West a distance of 0.39 feet from a found 1 1/2-inch iron pipe (extends 0.1 feet above grade);

thence along the northerly and westerly lines of said 3.29-acre parcel, the following two courses and distances:

1. South 88 degrees 56 minutes 50 seconds West a distance of 117.35 feet to a point, said point being located North 12 degrees 36 minutes 54 seconds East a distance of 0.16 feet from a found 3/4-inch iron pipe (extends 3.5 feet above grade);
2. South 17 degrees 43 minutes 01 seconds East a distance of 344.77 feet to a 1-inch iron pipe (extends 0.5 feet above grade) found at the northwesterly corner of a parcel of land conveyed by Madalene R. Mackey to Dennis T. Crouse, Terry M. Crouse, Richard E. Crouse, Candy L. Haggerty and Lori S. Darling by deed dated April 11, 2001 and recorded in the Lewis County Clerk's Office on April 11, 2001 in Liber 676 of Deeds at Page 135;

thence along the westerly and southerly line of Dennis T. Crouse, Terry M. Crouse, Richard E. Crouse, Candy L. Haggerty and Lori S. Darling, the following two courses and distances:

1. South 18 degrees 48 minutes 11 seconds East a distance of 55.77 feet to a found 1-inch iron pipe (extends 2.5 feet above grade);

2. North 88 degrees 56 minutes 53 seconds East a distance of 139.39 feet to a 1-inch iron pipe (extends 0.2 feet above grade) found at the northwesterly corner of a 0.58-acre parcel conveyed by Madalene R. Mackey to Dennis T. Crouse, Terry M. Crouse, Richard E. Crouse, Candy L. Haggerty and Lori S. Darling by deed dated April 11, 2001 and recorded in the Lewis County Clerk's Office on April 11, 2001 in Liber 676 of Deeds at Page 69;

thence South 15 degrees 17 minutes 42 seconds East, in part along the westerly line of said 0.58-acre parcel and in part along the westerly line of a parcel of land conveyed by Dorrance C. and Anne M. Martin to Anne M. Martin, Dorrance C. Martin and Carrie S. Martin, as Trustees of The Martin Family Revocable Trust by deed dated October 16, 2013 and recorded in the Lewis County Clerk's Office on November 12, 2013 as Instrument No. 2013-007709, a distance of 267.79 feet to a point, said course passing over a 1-inch iron pipe (0.2 feet below grade) found at a distance of 122.95 feet;

thence North 85 degrees 28 minutes 57 seconds East, along the southerly line of Anne M. Martin, Dorrance C. Martin and Carrie S. Martin, as Trustees of The Martin Family Revocable Trust, a distance of 202.46 feet to 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (0.1 feet below grade) found at the northwesterly corner of a 0.67-acre parcel of land conveyed by Keith R. and Sumner L. Haggerty to Janet E. Lell by deed dated November 25, 2009 and recorded in the Lewis County Clerk's Office on December 3, 2009 as Instrument No. 2009-006111;

thence South 28 degrees 42 minutes 55 seconds East, along the westerly line of said 0.67-acre parcel, a distance of 244.19 feet to a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (flush with grade) found at the northwesterly corner of a parcel of land conveyed by the County of Lewis to Loren and Candy Haggerty by deed dated April 22, 2008 and recorded in the Lewis County Clerk's Office on April 23, 2008 as Instrument No. 2008-001972;

thence South 15 degrees 52 minutes 11 seconds East, in part along the westerly line of Loren and Candy Haggerty, in part along the westerly line of a parcel of land conveyed by Curtis E. Conklin to June Ann Grunert by deed dated August 7, 2017 and recorded in the Lewis County Clerk's Office on August 17, 2017 as Instrument No. 2017-004686, and in part along the westerly line of a 1.5-acre parcel conveyed by Reginald J. Hulbert to Reginald J., Sr. and Helen F. Hulbert by deed dated November 13, 2015 and recorded in the Lewis County Clerk's Office on November 17, 2015 as Instrument No. 2015-005569, a distance of 276.83 feet to a 1/2-inch iron pipe (flush with grade) found on the northerly line of a 46.90-acre parcel of land conveyed by Kenneth J. and Belva M. Zehr to Michael J. and Cora Zehr by deed dated February 12, 1996 and recorded in the Lewis County Clerk's office on February 13, 1996 in Liber 592 of Deeds at Page 205;

thence along the northerly and westerly lines of said 46.90-acre parcel, the following two courses and distances:

1. North 87 degrees 17 minutes 56 seconds West a distance of 615.25 feet to a point;
2. South 28 degrees 32 minutes 39 seconds East, in part with a barbed wire fence and stonewall, a distance of 2,107.38 feet to the northerly line of a 40-acre parcel of land conveyed by Varner M. Lyman and Viola R. Lyman to Francis E., Jr. and Barbara A. Hanno by deed dated April 7, 1972 and recorded in the Lewis County Clerk's Office on April 7, 1972 in Liber 320 of Deeds at Page 508;

thence North 86 degrees 03 minutes 05 seconds West, in part with a barbed wire fence, in part along the northerly line of said 40-acre parcel, and in part along the northerly line of a 12.5-acre parcel of land conveyed to Francis E., Jr. and Barbara A. Hanno (Liber 320 - Page 508), a distance of 1,564.07 feet to a point on the easterly line of a 56.72-acre parcel conveyed by Harry P. O'Connor to Harry P. and Donna L. O'Connor by deed dated December 28, 1979 and recorded in the Lewis County Clerk's Office on December 31, 1979 in Liber 405 of Deeds at Page 105;

thence along the easterly and northerly lines of said 56.72-acre parcel, the following two courses and distances:

1. North 02 degrees 30 minutes 40 seconds East a distance of 928.90 feet to a point;
2. North 86 degrees 24 minutes 55 seconds West, in part with a barbed wire fence, a distance of 1,729.04 feet to the southeasterly corner of a 14.85-acre parcel conveyed by the Town of Lowville to Hoch Bros., Inc. by deed dated February 20, 1970 and recorded in the Lewis County Clerk's Office on May 19, 1970 in Liber 310 of Deeds at Page 307;

thence North 38 degrees 48 minutes 02 seconds West, in part with a barbed wire fence, in part along the easterly line of said 14.85-acre parcel, and in part along the easterly line of a 2.75-acre parcel (Liber 310 - Page 309), a 2.5-acre parcel (Liber 191 - Page 27), and said 3.79-acre parcel (Liber 138 - Page 273) conveyed to the Town of Lowville, a distance of 1,324.62 feet to a point, said course passing over a 1-inch iron pipe (extends 1.5 feet above grade) found at a distance of 713.48 feet;

thence along the northerly line of said 3.79-acre parcel (Liber 138 - Page 273), the following four courses and distances:

1. North 24 degrees 18 minutes 02 seconds West a distance of 21.12 feet to a point;

2. North 62 degrees 48 minutes 02 seconds West a distance of 66.00 feet to a point;
3. North 75 degrees 48 minutes 02 seconds West a distance of 130.68 feet to a point;
4. North 86 degrees 18 minutes 02 seconds West a distance of 42.49 feet to the Point of Beginning.

To contain 166.444-acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Pamela Hellinger Judd to Earl M. and Verna L. Nolt by deed dated June 21, 1976 and recorded in the Lewis County Clerk's Office on June 21, 1976 in Liber 365 of Deeds at Page 180.

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).

EXCEPTING THEREFROM THE FOLLOWING LANDS:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Lot No. 23 in Township No. 11, and being more precisely described as follows:

Beginning at a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked "Thew Associates - Canton, NY" (hereinafter referred to as a 5/8-inch rebar) set on the reputed northerly bounds of the Niagara Mohawk Power Corporation Taylorville - Boonville Electric Transmission Line Easement (100-foot width), said rebar being 50 feet distant northerly measured at right angles from the centerline of said Taylorville - Boonville Electric Transmission Line, said rebar also being North 10 degrees 53 minutes 24 seconds East a distance of 86.1 feet from the northwesterly corner of steel transmission line Structure No. 102, said rebar having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,132.43 feet North and 1,112,616.42 feet East;

thence through a parcel of land conveyed by Earl M. and Verna M. Nolt to Earl Mervin and Marita D. Nolt by deed dated August 22, 2017 and recorded in the Lewis County Clerk's Office on August 22, 2017 as Instrument No. 2017-004788, the following three courses and distances:

1. South 50 degrees 43 minutes 21 seconds East a distance of 500.00 feet to a set 5/8-inch rebar;
2. South 39 degrees 16 minutes 26 seconds West a distance of 1,000.00 feet to a set 5/8-inch rebar;
3. North 50 degrees 43 minutes 21 seconds West a distance of 500.00 feet to a 5/8-inch rebar set on the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, said rebar being 50 feet distant northerly, measured at right angles, from the centerline of said Taylorville - Boonville Electric Transmission Line;

thence North 39 degrees 16 minutes 26 seconds East, along the reputed northerly bounds of said Taylorville - Boonville Electric Transmission Line Easement, a distance of 1,000.00 feet to the Point of Beginning.

To contain 11.478 acres of land, more or less, as surveyed by Jeremy L. Sweeney, Licensed Land Surveyor No. 050863.

Parcel 3

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 22 and 23 in Township 11, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 812 (variable width), said point also being the southwesterly corner of a 1.50-acre parcel of land conveyed by Earl M. and Verna M. Nolt to Elaine Z. and Rosene Z. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003945, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,518.58 feet North and 1,110,506.75 feet East;

thence along the northerly bounds of New York State Route 812, the following two courses and distances:

1. South 73 degrees 53 minutes 40 seconds West a distance of 220.47 feet to a point;
2. South 48 degrees 11 minutes 03 seconds West a distance of 119.87 feet to a concrete highway monument found on the southerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944;

thence along the southerly lines of Myron Z. and Arlene S. Nolt, the following three courses and distances:

1. North 05 degrees 59 minutes 02 seconds West a distance of 552.54 feet to a point;
2. South 87 degrees 06 minutes 47 second East a distance of 516.41 feet to a found 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "TJ Kovach LS49092", said course passing over a 1/2-inch rebar with a 1-inch diameter yellow plastic cap marked "TJ Kovach LS49092" found at a distance of 275.56 feet;
3. South 16 degrees 10 minutes 15 second East a distance 60.00 feet to the northeasterly corner of said 1.50-acre parcel;

thence along the northerly and westerly lines of said 1.50-acre parcel, the following two courses and distances:

1. South 73 degrees 47 minutes 54 seconds West a distance of 237.85 feet to a point;
2. South 11 degrees 57 minutes 00 seconds East a distance of 264.17 feet to the Point of Beginning.

To contain 3.630 acres of land, more or less.

The above described parcel of land is intended to be a portion of the same premises conveyed by Reginald R. Hoch as Executor of the Last Will and Testament of Violet H. Boshart to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140.

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).

WNYNO30035 SBL No. 195-1-2.11 (Town of Lowville) Herbert D. Yancey and Merle Yancey

Basement Agreement of unspecified date as evidenced by that certain Memorandum of Easement, dated October 24, 2016 and recorded in the Lewis County Clerk's Office on January 11, 2017 as Instrument No. 2017-000164, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement and Memorandum of Easement between Herbert D. Yancey and Merle Yancey and Number Three Wind LLC dated June 7, 2019 and recorded in the Lewis County Clerk's Office on July 2, 2019 as Instrument No. 2019-003333 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 18 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of East Road (49.5-foot width), said point also being on the southerly line of a 50-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,428.83 feet North and 1,107,358.66 feet East;

thence South 25 degrees 57 minutes 22 seconds East, along the center of the East Road, a distance of 108.92 feet to the southwesterly corner of a 0.96-acre parcel of land conveyed by John W. and Loretta D. Platt to Nancy G. Brown by deed dated August 4, 2000 and recorded in the Lewis County Clerk's Office on August 7, 2000 in Liber 663 of Deeds at Page 241;

thence along the southerly and easterly lines of said 0.96-acre parcel, the following two courses and distances:

1. South 86 degrees 24 minutes 12 seconds East a distance of 370.15 feet to a found 1-inch iron pipe (flush with grade), said course passing over a 1-inch iron pipe (0.1 feet below grade) found at a distance of 17.74 feet;
2. North 26 degrees 00 minutes 12 seconds West a distance of 111.91 feet to a point on the southerly line of said 50-acre parcel;

thence South 86 degrees 48 minutes 03 seconds East, along the southerly line of said 50-acre parcel, a distance of 317.26 feet to a point on the westerly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack, and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461;

thence along the westerly line of the Mohawk, Adirondack, and Northern Railroad Corporation, the following two courses and distances:

1. along a curve deflecting to the left, having a central angle of 04 degrees 12 minutes 00 seconds and a radius of 5,770.00 feet, an arc distance of 422.95 feet to a point (chord: South 20 degrees 53 minutes 02 seconds East, 422.86 feet);

2. South 23 degrees 17 minutes 41 seconds East a distance of 703.94 feet to the most northerly corner of a 4.170-acre parcel of land conveyed by Aaron G. Jantzi to Timothy J. and Lois S. Hillegas by deed dated September 12, 2014 and recorded in the Lewis County Clerk's Office on November 20, 2014 as Instrument No. 2014-006092;

thence South 05 degrees 28 minutes 51 seconds West, along the westerly line of said 4.170-acre parcel, a distance of 577.10 feet to 1/2-inch rebar (0.1 feet below grade) found at the northeasterly corner of a 1.37-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to Mervin D. and Maureen A. Zehr by deed dated August 1, 2006 and recorded in the Lewis County Clerk's Office on August 1, 2006 as Instrument No. 2006-02472;

thence North 86 degrees 19 minutes 20 seconds West, along the northerly line of said 1.37-acre parcel, a distance of 263.31 feet to a point in the center of East Road, said course passing over a 3/4-inch iron pipe (0.4 feet below grade) found at a distance of 236.49 feet;

thence along the center of East Road, the following two courses and distances:

1. North 25 degrees 47 minutes 05 seconds West a distance of 323.13 feet to a point;

2. North 25 degrees 57 minutes 22 seconds West a distance of 1,013.75 feet to the northeasterly corner of a 1.27-acre parcel of land conveyed by Shari L. Ramos and Constance Ramos to Shari L. Ramos by deed dated July 21, 2005 and recorded in the Lewis County Clerk's Office on July 27, 2007 as Instrument No. 2007-02432;

thence along the northerly and westerly lines of said 1.27-acre parcel, the following four courses and distances:

1. South 65 degrees 02 minutes 09 seconds West a distance of 176.16 feet to a point, said course passing over a 1/2-inch rebar (0.3 feet below grade) found at a distance of 27.78 feet;

2. South 42 degrees 52 minutes 17 seconds West a distance of 53.89 feet to a point;

3. South 13 degrees 53 minutes 09 seconds West a distance of 91.61 feet to a found 1/2-inch rebar (0.2 feet below grade);

thence South 24 degrees 13 minutes 12 seconds East a distance of 109.33 feet to a 1/2-inch rebar (flush with grade) found on the northerly line of a parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Ross Farms Inc. by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-000677;

thence along the northerly and westerly lines of Ross Farms Inc., the following 10 courses and distances:

1. South 67 degrees 10 minutes 10 seconds West a distance of 158.55 feet to a point;

2. North 21 degrees 49 minutes 11 seconds West a distance of 474.93 feet to a found 1/2-inch rebar (0.1 feet below grade);

3. North 89 degrees 12 minutes 18 seconds West a distance of 1,197.81 feet to a found 1/2-inch rebar (extends 0.1 feet above grade);

4. South 09 degrees 02 minutes 02 seconds East a distance of 146.68 feet to a found 1/2-inch rebar (extends 0.2 feet above grade);

5. South 64 degrees 33 minutes 05 seconds East a distance of 95.93 feet to a found 1/2-inch rebar (extends 0.3 feet above grade);

6. South 42 degrees 36 minutes 45 seconds East a distance of 317.05 feet to a found 1/2-inch rebar (extends 0.3 feet above grade);

7. South 25 degrees 11 minutes 00 seconds East a distance of 241.94 feet to a found 1/2-inch rebar (extends 1.8 feet above grade);

8. South 39 degrees 32 minutes 27 seconds West a distance of 179.31 feet to a found 1/2-inch rebar (extends 0.2 feet above grade);

9. South 24 degrees 29 minutes 25 seconds East a distance of 251.42 feet to a found 1/2-inch rebar (extends 0.2 feet above grade);

10. South 45 degrees 46 minutes 22 seconds East a distance of 234.81 feet to a point on the northerly line of 49.864-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to the Maple Ridge Center, Inc. by deed dated June 27, 2007 and recorded in the Lewis County Clerk's Office on June 28, 2007 as Instrument No. 2007-02160;

thence North 85 degrees 43 minutes 47 seconds West, in part with a barbed wire fence, in part along the northerly line of said 49.864-acre parcel, in part along the northerly line of a 10.99-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to Dr. James Coffman by deed dated March 2, 2016 and recorded in the Lewis County Clerk's Office on March 2, 2016 as Instrument No. 2016-001202, and in part along the northerly line of a 29.20-acre parcel of land conveyed by The Pratt-Northam Foundation, Inc. to William

J. and Ann M. Becker by deed dated March 2, 2016 and recorded in the Lewis County Clerk's Office on March 2, 2016 as Instrument No. 2016-001200, a distance of 819.55 feet to a point on the westerly line of Great Lot 18;

thence North 04 degrees 36 minutes 08 seconds East, in part with a barbed wire fence and along the westerly line of Great Lot 18, a distance of 1,543.55 feet to the southwesterly corner of said 50-acre parcel;

thence South 86 degrees 48 minutes 03 seconds East, along the southerly line of said 50-acre parcel, a distance of 1,592.41 feet to the Point of Beginning.

To contain 50.343 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 18 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack, and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461, said point also being on the southerly line of a 50-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,385.74 feet North and 1,108,129.70 feet East;

thence along the southerly and easterly lines of said 50-acre parcel, the following two courses and distances:

1. South 86 degrees 48 minutes 03 seconds East a distance of 440.69 feet to a point;
2. North 05 degrees 28 minutes 51 seconds East a distance of 743.56 feet to the southwesterly corner of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M Nolt by deed dated December 16, 1996 and recorded in the Lewis county Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140;

thence along the westerly line of Earl M. and Verna M. Nolt, the following two courses and distances:

1. South 84 degrees 31 minutes 09 seconds East a distance of 434.94 feet to a point;
2. South 05 degrees 28 minutes 51 seconds West a distance of 1,002.48 feet to a point on the northerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944;

thence along the northerly and westerly lines of Myron Z. and Arlene S. Nolt, the following two courses and distances:

1. North 84 degrees 26 minutes 25 seconds West, generally with a barbed wire fence, a distance of 434.94 feet to a point;
2. South 05 degrees 28 minutes 51 seconds West, in part with a barbed wire fence, a distance of 592.37 feet to a point on the easterly bounds of the Mohawk, Adirondack, and Northern Railroad Corporation;

thence along the easterly bounds of the Mohawk, Adirondack, and Northern Railroad Corporation, the following two courses and distances:

1. North 23 degrees 17 minutes 41 seconds West a distance of 558.06 feet to a point;
2. along a curve deflecting to the right, having a central angle of 03 degrees 52 minutes 20 seconds and a radius of 5,690.00 feet, an arc distance of 384.54 feet to the Point of Beginning (chord: North 21 degrees 02 minutes 44 seconds West, 384.47 feet);

To contain 14.422 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678.

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).

WNYNO30019 SBL Nos 177.-1-15; 177.-1-20.2 (Town of Lowville) Joseph P. Shultz

Transmission Easement of unspecified date between Joseph and Susan Shultz and Invenergy Wind Development LLC, a memorandum of which was executed by Joseph Shultz, Susan Shultz, and Invenergy Wind Development LLC on March 28, 2018 and recorded August 9, 2018 as Instrument No. 2018-003940, as assigned by that certain Assignment and Assumption Agreement dated October 12, 2021 and recorded November 30, 2021 as Instrument No. 2021-007080, to be further amended by that certain Amendment to Easement and Memorandum of Easement.

PARCEL 1

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lots 9 and 10 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southwesterly corner of a parcel of land conveyed by David M. and Saloma Beiler to David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler by deed dated October 28, 2014 and recorded in the Lewis County Clerk's Office on April 3, 2015 as Instrument No. 2015-001372, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,854.86 feet North and 1,098,490.92 feet East;

thence along the center of the Number Three Road, the following two courses and distances:

1. North 49 degrees 19 minutes 50 seconds West a distance of 1,539.45 feet to a point;
2. North 49 degrees 12 minutes 04 seconds West a distance of 543.83 feet to a point on the westerly line of Stowe Square Lot 9;

thence North 03 degrees 50 minutes 49 seconds East, along the westerly line of Stowe Square Lot 9, a distance of 2,087.74 feet to a point in the center of Buell Road, said course passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 30.79 feet and passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 2,071.27 feet;

thence South 86 degrees 10 minutes 37 seconds East, along the center of Buell Road, a distance of 2,213.21 feet to the northwesterly corner of a parcel of land conveyed by Paul J. and Rebekah L. Ehst to Daniel E. Beyer by deed dated October 15, 2009 and recorded in the Lewis County Clerk's Office on October 20, 2009 as Instrument No. 2009-005421;

thence South 04 degrees 03 minutes 46 seconds West, in part with a barbed wire fence, and stonewall and along the westerly line of Daniel E. Beyer, a distance of 2,308.11 feet to a point on the southerly line of Stowe Square Lot 9;

thence North 85 degrees 48 minutes 44 seconds West, along the southerly line of Stowe Square Lot 9, a distance of 296.18 feet to a 1-inch iron pipe (extends 1.1 feet above grade) found at the northwesterly corner of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler;

thence South 17 degrees 00 minutes 54 seconds West, generally with a barbed wire fence and along the westerly line of David M. and Saloma Beiler, and Henry D. and Elizabeth N. Beiler, a distance of 1,059.77 feet to the Point of Beginning.

To contain 135.394 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Thomas E. and Margaret G. Shultz to Joseph P. and Susan G. Shultz by deed dated November 5, 2003 and recorded in the Lewis County Clerk's Office on November 6, 2003 as Instrument No. 2003-03644.

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 2

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Stowe Square Lot 15 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of the Number Three Road (49.5-foot width), said point also being the southeasterly corner of the remainder of a 37.70-acre parcel of land conveyed by Richard A. and Helen F. Weller to Richard F. and Margaret T. Weller by deed dated June 29, 2004 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01065, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,393,665.46 feet North and 1,096,383.12 feet East;

thence North 03 degrees 54 minutes 37 seconds East a distance of 1,674.32 feet to a point in the center of Buell Road (49.5-foot width), said course passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.2 feet

above grade) found at a distance of 31.02 feet, and passing over a 1/2-inch rebar with a 1-inch diameter orange plastic cap marked "TJ Kovach LS49092" (extends 0.1 feet above grade) found at a distance of 1,649.74 feet;

thence South 85 degrees 56 minutes 09 seconds East, along the center of Buell Road, a distance of 555.76 feet to the northeasterly corner of Stowe Square Lot 15;

thence South 03 degrees 50 minutes 49 seconds West, along the easterly line of Stowe Square Lot 15, a distance of 2,087.74 feet to the center of the Number Three Road, said course passing over a 1/2-inch rebar (extends 0.1 feet above grade) found at a distance of 16.47 feet and passing over a 1/2-inch rebar (extends 1.0 feet above grade) found at a distance of 2,056.95 feet;

thence North 49 degrees 27 minutes 33 seconds West, along the center of the Number Three Road, a distance of 695.40 feet to the Point of Beginning.

To contain 24.043 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Richard F. and Margaret T. Weller to Joseph P and Susan G. Schultz by deed dated November 21, 2008 and recorded in the Lewis County Clerk's Office on November 26, 2008 as Instrument No. 2008-005873.

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).

WNYNO30018 SBL No. 195.-3-2 (Town of Lowville) Myron Z. Nolt and Arlene Nolt

Easement Agreement dated March 29, 2016 and recorded in the Lewis County Clerk's Office on April 27, 2017 as Instrument No. 2017-002455, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement between Myron Z. Nolt and Arlene S. Nolt and Number Three Wind LLC dated May 23, 2019 and recorded in the Lewis County Clerk's Office on June 6, 2019 as Instrument No. 2019-002756 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 18 and 22 in Township 11, and being more precisely described as follows:

Beginning at the intersection of the center of East Road (49.5-foot width) with the easterly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack, and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,809.90 feet North and 1,109,247.06 feet East;

thence along the easterly line of the Mohawk, Adirondack, and Northern Railroad Corporation, the following seven courses and distances:

1. North 10 degrees 26 minutes 09 seconds West a distance of 343.84 feet to a point;
2. North 06 degrees 15 minutes 49 seconds East a distance of 104.40 feet to a point;
3. North 10 degrees 26 minutes 09 seconds West a distance of 100.00 feet to a point;
4. North 27 degrees 08 minutes 06 seconds West a distance of 104.40 feet to a point;
5. North 10 degrees 26 minutes 09 seconds West a distance of 700.00 feet to a point;
6. along a curve deflecting to the left, having a central angle of 12 degrees 42 minutes 00 seconds and a radius of 2,904.93 feet, in part with a page wire fence, an arc distance of 643.90 feet to a point (chord: North 16 degrees 47 minutes 09 seconds West, 642.58 feet);
7. North 23 degrees 14 minutes 19 seconds West, in part with a page wire fence, a distance of 835.41 feet to a point on the easterly line of a parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678;

thence North 05 degrees 28 minutes 51 seconds East, generally with a barbed wire fence and along the easterly line of Herbert D. Yancey and Merle Yancey, a distance of 592.37 feet to the southwesterly corner of a 10-acre parcel conveyed to Herbert D. Yancey and Merle Yancey (Instrument No. 2007-00678);

thence South 84 degrees 26 minutes 25 seconds East, in part with a barbed wire fence, in part along the southerly line of said 10-acre parcel, and in part along the southerly line of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140, a distance of 949.08 feet to a point;

thence South 04 degrees 52 minutes 31 seconds West, along the westerly line of Earl M. and Verna M. Nolt, a distance of 89.69 feet to a point on the westerly line of a parcel of land conveyed by the County of Lewis Industrial Development Agency to the Lowville and Beaver River Railroad Company by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004462;

thence along the Lowville and Beaver River Railroad Company, the following four courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, in part with a page wire fence, having a central angle of 65 degrees 35 minutes 39 seconds and a radius of 988.27 feet, an arc distance of 1,131.41 feet to a point (chord: South 26 degrees 58 minutes 33 seconds West, 1,070.62 feet);
2. South 08 degrees 21 minutes 58 seconds East, generally with a page wire fence, a distance of 147.69 feet to a point;
3. South 09 degrees 15 minutes 54 seconds East, in part with a page wire fence, a distance of 1,913.02 feet to a point;
4. along a curve deflecting to the right, having a central angle of 05 degrees 29 minutes 27 seconds and a radius of 3,353.27 feet, an arc distance of 321.35 feet to a point in the center of East Road, (chord: South 05 degrees 07 minutes 50 seconds East, 321.23 feet);

thence along the center of East Road, the following two courses and distances:

1. North 28 degrees 20 minutes 03 seconds West a distance of 154.01 feet to a point;
2. along a curve deflecting to the left, having a central angle of 03 degrees 01 minutes 52 seconds and a radius of 1,306.30 feet, an arc distance of 69.11 feet to the Point of Beginning, (chord: North 29 degrees 52 minutes 57 seconds West, 69.10 feet);

To contain 22.079 acres of land, more or less.

Also, all that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 18, 22, and 23 in Township 11, and being more precisely described as follows:

Beginning at a point on the northerly bounds of New York State Route 812 (variable width), said point also being the southwesterly corner of a parcel of land conveyed by Ronald J. and Elizabeth M. Walter to Rebecca L. Field by deed dated April 15, 2016 and recorded in the Lewis County Clerk's Office on June 8, 2016 as Instrument No. 2016-002969, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,686.79 feet North and 1,111,089.26 feet East;

thence South 73 degrees 53 minutes 36 seconds West, along the northerly bounds of New York State Route 812, a distance of 349.02 feet to a 1/2-inch rebar (0.2 feet below grade) found at the southeasterly corner of a 1.5-acre parcel of land conveyed by Earl M. and Verna M. Nolt to Elaine Z. Nolt and Rosene Z. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003945;

thence North 16 degrees 10 minutes 15 seconds West, in part along the easterly line of said 1.5-acre parcel, and in part along the easterly line of a 3.64-acre parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944, a distance of 323.88 feet to a found 1/2-inch rebar with a yellow plastic cap marked "TJ Kovach LS49092" (extends 0.3 feet above grade);

thence along the northerly and westerly lines of said 3.64-acre parcel, the following two courses and distances:

1. North 87 degrees 06 minutes 47 seconds West a distance of 516.41 feet to a point;
2. South 05 degrees 59 minutes 02 seconds East a distance of 552.54 feet to a point on the northerly bounds of New York State route 812;

thence along the northerly bounds of New York State Route 812, the following two courses and distances:

1. South 48 degrees 11 minutes 03 seconds West a distance of 76.07 feet to a point;
2. South 74 degrees 08 minutes 57 seconds West a distance of 250.32 feet to the southeasterly corner of a 1.12-acre parcel of land conveyed by Reginald R. Hoch to Gerald E. and Beverly J. Hulbert by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 19, 1996 in Liber 603 of Deeds at Page 36;

thence North 08 degrees 21 minutes 33 seconds West, along the easterly line of said 1.12-acre parcel, a distance of 257.98 feet to the southeasterly corner of a 2.31-acre parcel conveyed to Gerald E. and Beverly J. Hulbert (Liber 603 - Page 36), said course passing over a 1-inch iron pipe (extends 2.7 feet above grade) found at a distance of 31.86 feet;

thence along the easterly and northerly lines of said 2.31-acre parcel, the following two courses and distances:

1. North 13 degrees 46 minutes 13 seconds West a distance of 191.24 feet to a found 1/2-inch rebar (extends 0.5 feet above grade);
2. South 87 degrees 09 minutes 23 seconds West, generally with a page wire fence, a distance of 408.19 feet to a point on the easterly line of the Lowville and Beaver River Railroad Company;

thence along the Lowville and Beaver River Railroad Company, the following four courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 04 degrees 27 minutes 52 seconds and a radius of 3,419.27 feet, generally with a page wire fence, an arc distance of 266.43 feet to a point (chord: North 05 degrees 39 minutes 26 seconds West, 266.36 feet);
2. North 09 degrees 15 minutes 54 seconds West, generally with a page wire fence, a distance of 1,913.30 feet to a point;
3. North 08 degrees 21 minutes 58 seconds West, generally with a page wire fence, a distance of 145.68 feet to a point;
4. along a curve deflecting to the right, non-tangent to the previous course, having a central angle of 62 degrees 34 minutes 07 seconds and a radius of 922.27 feet, generally with a page wire fence, an arc distance of 1,007.14 feet to a point on the southerly line of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140, (chord: North 25 degrees 33 minutes 09 seconds East, 957.84 feet);

thence along the southerly line of Earl M. and Verna M. Nolt, the following two courses and distances:

1. South 04 degrees 52 minutes 31 seconds West a distance of 288.22 feet to a point;
2. South 88 degrees 22 minutes 29 seconds East a distance of 108.87 feet to the northwesterly corner of Rebecca L. Field;

thence along the westerly line of Rebecca L. Field, the following five courses and distances:

1. South 05 degrees 07 minutes 50 seconds West, in part with a barbed wire fence, a distance of 1,669.14 feet to a point;
2. South 85 degrees 50 minutes 23 seconds East, in part with a barbed wire fence, a distance of 945.12 feet to a point;
3. South 00 degrees 55 minutes 15 seconds West a distance of 329.04 feet to a point;
4. South 76 degrees 18 minutes 18 seconds East, in part with a barbed wire fence, a distance of 715.44 feet to a point;
5. South 04 degrees 12 minutes 41 seconds East, in part with a barbed wire fence, a distance of 636.11 feet to the Point of Beginning.

To contain 54.053 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944.

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).

WNYNO30063 SBL No. 177.-1-26 (Town of Lowville) Chris W. Byler and Fronnie A. Byler

Grant of Easement dated August 13, 2017 and recorded in the Lewis County Clerk's Office on August 9, 2018 as Instrument No. 2018-003941, as assigned by Assignment and Assumption Agreement between Invenergy Wind Development LLC and Number Three Wind LLC dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, and as amended by Amendment to Easement between Chris. W. Byler and Fronnie A. Byler and Number Three Wind LLC dated July 17, 2019 and recorded August 29, 2019 as Instrument No. 2019-004447, further amended by Amendment to Easement and Memorandum of Easement between Number Three Wind LLC and Chris W. Byler and Fronnie A. Byler recorded October 21, 2021 as Instrument No. 2021-006183, further amended by Second Amendment to Easement and Memorandum of Easement recorded in the Lewis County Clerk's Office on November 15, 2021 as Instrument No. 2021-006773, regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 17 in Township 11, and being more precisely described as follows:

Beginning at a point in the centerline of Willow Grove Road (49.5-foot width), said point also being on the northwesterly corner of Great Lot 17, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,396,392.71 feet North and 1,088,145.75 feet East;

thence South 86 degrees 26 minutes 55 seconds East, along the northerly line of Great Lot 17, a distance of 1,599.84 feet to the northwesterly corner of a 2-acre parcel of land conveyed by Edward J. and Christine M. Chrzanowski to Andrew W. and Sandra E. Nikitich by deed dated July 1, 1994 and recorded in the Lewis County Clerk's Office on July 1, 1994 in Liber 573 of Deeds at Page 199;

thence South 03 degrees 33 minutes 05 seconds West, in part along the westerly line of said 2-acre parcel and in part along the westerly line of a 19.13-acre parcel of land conveyed by Stephen M. and Ruth J. Zubrzycki, Benuel H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, and Andrew W. and Sandra E. Nikitich to John S. and Mary I. Swarey by deed dated October 10, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167, a distance of 792.00 feet to the northeasterly corner of a 30.96-acre parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035;

thence North 86 degrees 26 minutes 55 seconds West, along the northerly line of said 30.96-acre parcel, a distance of 1,603.42 feet to a point in the center of Willow Grove Road;

thence along the center of Willow Grove Road, the following two courses and distances:

1. North 03 degrees 40 minutes 28 seconds East a distance of 557.00 feet to a point;
2. North 04 degrees 07 minutes 56 seconds East a distance of 235.02 feet to the Point of Beginning.

To contain 29.132 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Benuel H. and Sadie Christina Stoltzfus, and John S. and Mary I. Swarey to John S. and Mary I. Swarey by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on October 13, 2005 as Instrument No. 2005-03492.

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).

WNYNO30061 SBL No. 176.-2-7.21 (Town of Lowville) Jacob M. Stoltzfus

Grant of Easement dated February 9, 2018 and recorded in the Lewis County Clerk's Office on September 5, 2018 as Instrument No. 2018-004406, as supplemented by Assignment and Assumption Agreement assigned by Invenergy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded in the Lewis County Clerk's Office on October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement between Jacob M. Stoltzfus and Annie Y. Stoltzfus and Number Three Wind LLC, dated June 26, 2019 and recorded in the Lewis County Clerk's Office on August 20, 2019 as Instrument No. 2019-004276 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 16 and 17 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point also being the northwesterly corner of a 77.26-acre parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,392,519.15 feet North and 1,087,997.96 feet East;

thence along the easterly bounds of New York State Route 12, the following five courses and distances:

1. North 33 degrees 22 minutes 21 seconds West a distance of 561.74 feet to a point;
2. North 11 degrees 19 minutes 39 seconds East a distance of 17.96 feet to a point;
3. North 33 degrees 40 minutes 21 seconds West a distance of 135.00 feet to a point;
4. South 56 degrees 19 minutes 39 seconds West a distance of 12.00 feet to a point;
5. North 33 degrees 22 minutes 22 seconds West a distance of 367.87 feet to the southwesterly corner of the remainder of a 119-acre parcel of land conveyed by Benuel H. and Sadie Christina Stoltzfus and John S. and Mary I. Swarey to Benuel H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961;

thence North 88 degrees 49 minutes 07 seconds East, in part with a barbed wire fence and along the southerly line of said 119-acre remainder parcel, a distance of 392.51 feet to a point in the center of Willow Grove Road (49.5-foot width);

thence along the center of Willow Grove Road, the following three courses and distances:

1. North 08 degrees 49 minutes 54 seconds East a distance of 318.02 feet to a point;
2. North 09 degrees 53 minutes 47 seconds East a distance of 285.84 feet to a point;
3. North 11 degrees 51 minutes 25 seconds East a distance of 57.36 feet to a point on the southerly line of said 119-acre parcel;

thence South 85 degrees 28 minutes 42 seconds East, along the southerly line of said 119-acre remainder parcel, a distance of 2,739.08 feet to a point on the westerly line of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence South 03 degrees 11 minutes 46 seconds West, in part with a barbed wire fence, in part along the westerly line of Samuel S. and Lydia H. Stoltzfus, and in part along the northerly line of said 77.26-acre parcel, a distance of 1,497.41 feet to a point;

thence North 86 degrees 36 minutes 46 seconds West, in part with a barbed wire fence and along the northerly line of said 77.26-acre parcel, a distance of 2,561.04 feet to the Point of Beginning.

To contain 99.426 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Jack P. and Charlene M. Lomeo to Jacob M. and Annie Y. Stoltzfus by deed dated June 2, 2006 and recorded in the Lewis County Clerk's Office on June 2, 2006 as Instrument No. 2006-01778.

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).

WNYNO30064 SBL No. 176.-2-5.2 (Town of Lowville) Benuel Stoltzfus

Grant of Easement dated April 19, 2018 and recorded in the Lewis County Clerk's Office on August 21, 2018 as Instrument No. 2018-004138, as supplemented by Assignment and Assumption Agreement given by Invenergy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded October 31, 2018 as Instrument No. 2018-005473, as amended by Amendment to Easement between Benuel H. Stoltzfus and Sadie Christina Stoltzfus and Number Three Wind LLC dated June 3, 2019 and recorded in the Lewis County Clerk's Office on June 21, 2019 as Instrument No. 2019-003110 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 16 and 17 in Township 11, and being more precisely described as follows:

Beginning at a point on the easterly bounds of New York State Route 12 (variable width), said point also being on the southerly line of a 107-acre parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,394,705.30 feet North and 1,086,404.93 feet East,

thence North 88 degrees 44 minutes 28 seconds East, along the southerly line of said 107-acre parcel, a distance of 1,631.04 feet to a point in the center of Willow Grove Road (49.5-foot width);

thence along the center of Willow Grove Road, on a curve deflecting to the left, non-tangent to the previous course, having a central angle of 00 degrees 48 minutes 52 seconds and a radius of 1,905.50 feet, an arc distance of 27.09 feet to the southwesterly corner of a 30.96-acre parcel of land conveyed by Clara Roes to Lloyd Roes & Sons, LLC by deed dated October 7, 2010 and recorded in the Lewis County Clerk's Office on October 19, 2011 as Instrument No. 2011-005035 (chord: North 07 degrees 14 minutes 58 seconds East, 27.09 feet);

thence South 85 degrees 28 minutes 42 seconds East, in part with a barbed wire fence, in part along the southerly line of said 30.96-acre parcel, in part along the southerly line of a 19.13-acre parcel of land conveyed by Stephen M. and Ruth J. Zubrzycki, Benuei H. and Sadie Christina Stoltzfus, John S. and Mary I. Swarey, Lloyd Roes & Sons, LLC, and Andrew W. and Sandra E. Nikitich to John S. and Mary I. Swarey by deed dated October 20, 2005 and recorded in the Lewis County Clerk's Office on January 13, 2006 as Instrument No. 2006-00167, and in part along the southerly line of a 21-acre parcel of land conveyed by Edward J. and Christine M. Chrzanowski to Andrew W. and Sandra E. Nikitich by deed dated July 1, 1994 and recorded in the Lewis County Clerk's office on July 1, 1994 in Liber 573 of Deeds at Page 199, a distance of 2,646.15 feet to a point on the westerly line of a parcel of land conveyed by Emma T. Stoltzfus to Samuel S. and Lydia H. Stoltzfus by deed dated November 17, 2015 and recorded in the Lewis County Clerk's Office on January 8, 2016 as Instrument No. 2016-000177;

thence South 03 degrees 11 minutes 46 seconds West, in part with a barbed wire fence and along the westerly line of Samuel S. and Lydia H. Stoltzfus, a distance of 697.56 feet to the northeasterly corner of a 198.28-acre parcel of land conveyed by Jack P. and Charlene M. Lomeo to Jacob M. and Annie Y. Stoltzfus by deed dated June 2, 2006 and recorded in the Lewis County Clerk's Office on June 2, 2006 as Instrument No. 2006-01778;

thence North 85 degrees 28 minutes 42 seconds West, along the northerly line of said 198.28-acre parcel, a distance of 2,739.08 feet to a point in the center of Willow Grove Road;

thence along the center of Willow Grove Road, the following three courses and distances:

1. South 11 degrees 51 minutes 25 seconds West a distance of 57.36 feet to a point;
2. South 09 degrees 53 minutes 47 seconds West a distance of 285.84 feet to a point;
3. South 08 degrees 49 minutes 54 seconds West a distance of 318.02 feet to a point on the northerly line of said 198.28-acre parcel;

thence South 88 degrees 49 minutes 07 seconds West, in part with a barbed wire fence and along the northerly line of said 198.28-acre parcel, a distance of 392.51 feet to a point on the easterly bounds of New York State Route 12;

thence along the easterly bounds of New York State Route 12, the following ten courses and distances:

1. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 00 degrees 44 minutes 39 seconds and a radius of 6,696.30 feet, an arc distance of 86.97 feet to a point (chord: North 33 degrees 56 minutes 18 seconds West, 86.97 feet);
2. North 16 degrees 13 minutes 31 seconds West a distance of 68.30 feet to a point;
3. North 33 degrees 40 minutes 21 seconds West a distance of 30.00 feet to a point;
4. North 54 degrees 02 minutes 56 seconds West a distance of 69.45 feet to a point;
5. along a curve deflecting to the left, non-tangent to the previous course, having a central angle of 03 degrees 09 minutes 42 seconds and a radius of 6,696.30 feet, an arc distance of 369.51 feet to a point (chord: North 37 degrees 15 minutes 46 seconds West, 369.47 feet);
6. North 38 degrees 50 minutes 37 seconds West a distance of 168.66 feet to a point;
7. North 50 degrees 53 minutes 39 seconds East a distance of 13.17 feet to a point;
8. North 38 degrees 50 minutes 37 seconds West a distance of 119.85 feet to a point;
9. North 39 degrees 21 minutes 28 seconds West a distance of 279.04 feet to a point;

10. North 40 degrees 17 minutes 39 seconds West a distance of 446.05 feet to the Point of Beginning.

To contain 72.701 of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by Benueel H. and Sadie Christina Stoltzfus and John S. and Mary I. Swarey to Benueel H. and Sadie Christina Stoltzfus by deed dated June 14, 2005 and recorded in the Lewis County Clerk's Office on June 20, 2005 as Instrument No. 2005-01961.

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).

WNYNO30062 SBL No. 176.-2-3 (Town of Lowville) Ammon Hertzler

Grant of Easement dated December 20, 2017 and recorded in the Lewis County Clerk's Office on August 21, 2018 as Instrument No. 2018-004139, as supplemented by Assignment and Assumption Agreement given by Invenergy Wind Development LLC to Number Three Wind LLC, dated October 9, 2018 and recorded October 31, 2018 as instrument No. 2018-005473, as amended by Amendment to Easement between Ammon Hertzler and Rebecca Hertzler and Number Three Wind LLC dated June 3, 2019 and recorded in the Lewis County Clerk's Office on June 21, 2019 as Instrument No. 2019-003109 regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 13 and 16 in Township No. 11, and being more precisely described as follows:

Beginning at a point in the center of Willow Grove Road (49.5-foot width), said point also being the southeasterly corner of a 40.40-acre parcel of land conveyed by Daniel R. and Gail A. Klosner to Thomas Z., Jr. and Nancy J. Eaves by deed dated October 6, 1999 and recorded in the Lewis County Clerk's Office on October 6, 1999 in Liber 649 of Deeds at Page 21, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,398,520.60 feet North and 1,088,299.48 feet East;

thence South 04 degrees 07 minutes 56 seconds West, along the center of Willow Grove Road, a distance of 2,321.28 feet to a point on the easterly line of a parcel of land conveyed by Harold F. and Jean M. O'Brien to John E. and Sue E. O'Brien by deed dated April 4, 2005 and recorded in the Lewis County Clerk's Office on April 5, 2005 as Instrument No. 2005-01064;

thence along the easterly lines of John E. and Sue E. O'Brien, the following six courses and distances:

1. North 80 degrees 59 minutes 19 seconds West a distance of 833.71 feet to a point;
2. North 01 degrees 44 minutes 19 seconds West a distance of 462.00 feet to a point;
3. North 02 degrees 59 minutes 19 seconds West a distance of 1,162.26 feet to a point;
4. North 02 degrees 45 minutes 41 seconds East a distance of 244.20 feet to a point;
5. North 12 degrees 30 minutes 41 seconds East a distance of 318.78 feet to a point;
6. North 21 degrees 00 minutes 41 seconds East a distance of 70.62 feet to a point on the southerly line of said 40.40-acre parcel;

thence South 86 degrees 29 minutes 19 seconds East, along the southerly line of said 40.40-acre parcel, a distance of 960.96 feet to the Point of Beginning.

To contain 49.481 acres of land, more or less.

The above-described parcel of land is intended to be the same premises conveyed by Kirk L. and Patricia J. Herse to Ammon and Rebecca Hertzler and Aaron Hertzler by deed dated February 8, 2008 and recorded in the Lewis County Clerk's Office on February 12, 2008 as Instrument No. 2008-000591.

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).

WNYNO30104 SBL No. 195.00-01-33.000 (Town of Lowville) Lowville and Beaver River Railroad

Easement Agreement dated April 19, 2021, a Memorandum of Easement evidencing same to be recorded in the Lewis County Clerk's Office, regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lots 18 and 22 in Township 11, and being more precisely described as follows:

Beginning at a point in the center of East Road (49.5-foot width), said point also being on the southerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,388,614.43 feet North and 1,109,354.58 feet East;

thence through the lands of Myron Z. and Arlene S. Nolt, the following four courses and distances:

1. along a curve along a curve deflecting to the left, having a central angle of 05 degrees 29 minutes 27 seconds and a radius of 3,353.27 feet, an arc distance of 321.35 feet to a point (chord: North 05 degrees 07 minutes 50 seconds West, 321.23 feet);
2. North 09 degrees 15 minutes 54 seconds West, in part with a page wire fence, a distance of 1,913.02 feet to a point;
3. North 08 degrees 21 minutes 58 seconds West, generally with a page wire fence, a distance of 147.69 feet to a point;
4. along a curve deflecting to the right, having a central angle of 65 degrees 35 minutes 39 seconds and a radius of 988.27 feet, an arc distance of 1,131.41 feet to a point on the westerly line of a parcel of land conveyed by Reginald R. Hoch to Earl M. and Verna M. Nolt by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 30, 1996 in Liber 603 of Deeds at Page 140;

thence South 04 degrees 52 minutes 31 seconds West, along the westerly line of Earl M. and Verna M. Nolt, a distance of 82.15 feet to a point;

thence through the lands of Myron Z. and Arlene S. Nolt, the following four courses and distances:

1. along a curve deflecting to the left, generally with a page wire fence, having a central angle of 62 degrees 34 minutes 07 seconds and a radius of 922.27 feet, an arc distance of 1,007.14 feet to a point (chord: South 25 degrees 33 minutes 09 seconds West, 957.84 feet);
2. South 08 degrees 21 minutes 58 seconds East, generally with a page wire fence, a distance of 145.68 feet to a point;
3. South 09 degrees 15 minutes 54 seconds East, generally with a page wire fence, a distance of 1,913.30 feet to a point;
4. along a curve deflecting to the right, in part with a page wire fence and in part along the westerly line of a 2.31-acre parcel of land conveyed by Reginald R. Hoch to Gerald E. and Beverly J. Hulbert by deed dated December 16, 1996 and recorded in the Lewis County Clerk's Office on December 19, 1996 in Liber 603 of Deeds at Page 36, having a central angle of 07 degrees 34 minutes 05 seconds and a radius of 3,419.27 feet, an arc distance of 451.64 feet to a point in the center of East Road (chord: South 04 degrees 06 minutes 19 seconds East, 451.31 feet);

thence along the center of East Road, the following two courses and distances:

1. North 30 degrees 40 minutes 00 seconds West a distance of 85.35 feet to a point;
2. North 28 degrees 20 minutes 03 seconds West a distance of 53.35 feet to the Point of Beginning.

To contain 5.330 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by the County of Lewis Industrial Development Agency to the Lowville and Beaver River Railroad Company by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004462.

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).

WNYNO30104 SBL No. 195.00-01-36.000 (Town of Lowville) Mohawk Adirondack & Northern Railroad

Easement Agreement dated April 19, 2021, a Memorandum of Easement evidencing same to be recorded in the Lewis County Clerk's Office, regarding the parcel below:

All that tract or parcel of land situate in the Town of Lowville, County of Lewis, State of New York, being a portion of Great Lot 18 in Township 11, and being more precisely described as follows:

Beginning at a point on the westerly line of a parcel of land conveyed by Earl M. and Verna M. Nolt to Myron Z. and Arlene S. Nolt by deed dated May 22, 2008 and recorded in the Lewis County Clerk's Office on August 1, 2008 as Instrument No. 2008-003944, said point also being on the easterly line of the remainder of a 50-acre parcel of land conveyed by John D. Ross, John H. Ross, Herbert D. Yancey and Merle Yancey to Herbert D. Yancey and Merle Yancey by deed dated February 1, 2007 and recorded in the Lewis County Clerk's Office on March 2, 2007 as Instrument No. 2007-00678, said point having New York State plane coordinates (NAD83/2011 - Central Zone) of 1,391,514.35 feet North and 1,108,488.45 feet East;

thence South 05 degrees 28 minutes 51 seconds West, along the westerly line of Myron Z. and Arlene S. Nolt, a distance of 166.19 feet to a point;

thence through the lands of Herbert D. Yancey and Merle Yancey, the following two courses and distances:

1. North 23 degrees 17 minutes 41 seconds West a distance of 703.94 feet to a point;
2. along a curve deflecting to the right, having a central angle of 04 degrees 12 minutes 00 seconds and a radius of 5,770.00 feet, an arc distance of 422.95 feet to a point on the southerly line of a 50-acre parcel of land conveyed to Herbert D. Yancey and Merle Yancey (Instrument No. 2007-00678) (chord: North 20 degrees 53 minutes 02 seconds West, 422.86 feet);

thence South 86 degrees 48 minutes 03 seconds East, along the southerly line of said 50-acre parcel, a distance of 86.37 feet to a point;

thence through the lands of Herbert D. Yancey and Merle Yancey, the following two courses and distances:

1. along a curve deflecting to the left, having a central angle of 03 degrees 52 minutes 20 seconds and a radius of 5,690.00 feet, an arc distance of 384.54 feet to a point (chord: South 21 degrees 02 minutes 44 seconds East, 384.47 feet);
2. South 23 degrees 17 minutes 41 seconds East a distance of 558.06 feet to the Point of Beginning.

To contain 1.900 acres of land, more or less.

The above-described parcel of land is intended to be a portion of the same premises conveyed by the County of Lewis Industrial Development Agency to the Mohawk, Adirondack and Northern Railroad Corporation by deed dated July 14, 2016 and recorded in the Lewis County Clerk's Office on August 29, 2016 as Instrument No. 2016-004461.

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).

EXHIBIT D

FORM OF TERMINATION OF LEASE AGREEMENT

WHEREAS, Number Three Wind LLC (the "Company"), as tenant, and County of Lewis Industrial Development Agency (the "Agency"), as landlord, entered into a lease agreement dated as of December 1, 2021 (the "Lease Agreement") pursuant to which, among other things, the Agency leased the Project (as defined in the Lease Agreement) to the Company; and

WHEREAS, pursuant to the Lease Agreement, the Company and the Agency agreed that the Lease Agreement would terminate on the earlier to occur of (1) December 31, 2052 or (2) the date of the Lease Agreement shall be terminated pursuant to Article X or Article XI of the Lease Agreement; and

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

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

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

NUMBER THREE WIND LLC

BY: _____
Authorized Officer

COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY

BY: _____
(Vice) Chairman

STATE OF)
 Ss.:
COUNTY OF)

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF)
 Ss.:
COUNTY OF)

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT E

INITIAL EMPLOYMENT PLAN

COMPANY NAME:	
ADDRESS:	
BUSINESS TYPE:	
CONTACT PERSON:	
TELEPHONE NUMBER	

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

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

Please indicate the estimated hiring dates for the new jobs shown above and any special recruitment or training that will be required.

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

If yes, Name and Local _____.

In the event that the Company receives any Financial Assistance from the Agency, we agree to schedule a meeting with _____ (insert name of local New York State Job Service Superintendent)

and _____ (insert name of representative of the Agency's area under the Federal Job Training Partnership Act) prior to the hiring of any employees for the purpose of supplying such information as may be requested in connection with this Employment Plan and to notify the regional office of the Department of Economic Development, in advance, of the time and place of such meeting.

Prepared by:	
Title:	
Signature:	
Date:	

EXHIBIT F
FORM OF ANNUAL EMPLOYMENT REPORT
EMPLOYMENT PLAN STATUS REPORT

COMPANY NAME: _____

ADDRESS: _____

TYPE OF BUSINESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

<u>Occupation</u>	<u>Number of New Jobs</u>	<u>Number Listed^{1/}</u>	<u>Number Filled</u> Job Service Division <u>Applicants</u>	Job Training Partnership Act <u>eligible persons</u>
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¹With local Jobs Service Division and local service delivery office created pursuant to the Job Training Partnership Act.

EXHIBIT G

FORM OF SALES TAX EXEMPTION LETTER

COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY

Center for Business
7551 South State Street, PO Box 106
Lowville, New York 13367

December __, 2021

To Whom It May Concern:

Re: New York State Sales or Use Tax Exemption
County of Lewis Industrial Development Agency
Number Three Wind LLC Project

Pursuant to TSB-M-87(7) issued by the New York State Department of Taxation and Finance on April 1, 1987, as modified by TSB-M-14(1.1)S issued by the New York State Department of Taxation and Finance on February 12, 2014 (collectively, the "Policy Statement"), Number Three Wind LLC (the "Company") has requested a letter from County of Lewis Industrial Development Agency (the "Agency"), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 62 of the 1973 Laws of New York, as amended, constituting Section 902-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), containing the information required by the Policy Statement regarding the sales tax exemption with respect to the captioned project (the "Project") located on various parcels of land located on the eastern border of the Town of Lowville and throughout the Town of Harrisburg, Lewis County, New York (the "Project Site").

The Company has applied to and been approved for financial assistance from the Agency in the matter of completion of the Project on the Project Site. The Project includes the following: (A)(1) the acquisition of an interest or interests in various parcels of land (most approximately one-half acre in size) scattered amongst approximately 9,000 acres located on the eastern border of the Town of Lowville and throughout the Town of Harrisburg, Lewis County, New York (collectively, the "Land"), (2) the construction of various improvements to be located on the Land, including, but not limited to, the following: approximately thirty-one (31) 2.3/3.6 mega-watt series wind turbine generators (approximately 13 of such generators to be located in the Town of Lowville and approximately 18 generators to be located in the Town of Harrisburg), improvement foundations, POI switchyards, collection substations, and an operations and maintenance building (collectively, the "Facility"), (3) the construction of associated transmission lines and cables, other electrical interconnect infrastructure, and access roads (collectively, the "Infrastructure"), and (4) the acquisition and installation of certain machinery and equipment therein and thereon (collectively, the "Equipment") (the Land, the Facility, the Infrastructure and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to constitute the development of a wind energy facility to be owned and operated by the Company; (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 taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the "Financial Assistance"); and (C) the lease of the Project Facility to the Company pursuant to the terms of a lease agreement dated as of December 1, 2021 (the "Lease Agreement") by and between the Agency and the Company. Please be advised that on or about December __, 2021, the Agency executed and delivered

the Lease Agreement, pursuant to which the Agency appointed the Company as agent of the Agency to acquire, construct and install the Project Facility, said appointment by the Agency intended by the Agency to be retroactive to June 27, 2019.

Pursuant to the Lease Agreement, the Company, as agent of the Agency, is authorized to make purchases of materials to be incorporated in the Project and machinery and equipment constituting a part of the Project, and purchases or rentals of supplies, tools, equipment, or services necessary to acquire, construct, reconstruct or install the Project, as provided in the IDA Agent or Project Operator Exempt Purchase Certificate ("Form ST-123"), a current form of which is attached hereto as Exhibit A.

To ensure that the above purchases or rentals are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York, the vendor must identify the Project on each bill and invoice for such purchases and indicate on the bill or invoice that the Company as agent for the Agency was the purchaser (e.g., "Number Three Wind LLC, as agent for County of Lewis Industrial Development Agency"). In addition, the following procedures should be observed:

1. The Company, as agent of the Agency, must complete Form ST-123 and provide same to vendor, with a copy to the Agency.
2. Each bill and invoice should identify the date of delivery and indicate the place of delivery.
3. Payment should be made by the Company acting as agent, directly to the vendor from a requisition from a special project fund of the payor.
4. Deliveries should be made to the Project Site, or under certain circumstances (such as where the materials require additional fabrication before installation on the Project Site or for storage to protect materials from theft or vandalism prior to installation at the Project Site) deliveries may be made to a site other than the Project Site, providing the ultimate delivery of the materials is made to the Project Site. Where delivery is made to a site other than the Project Site, the purchases should be billed or invoiced by the vendor to the Company as agent of the Agency, identify the date and place of delivery, the Agency's full name and address and the Project Site where the materials will ultimately be delivered for installation.

A contractor or subcontractor not appointed as agent or project operator of the Agency must present suppliers with Form ST-120.1, Contractor Exempt Purchase Certificate, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16).

Pursuant to Section 874(8) of the Act, the Company, as agent of the Agency, must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales tax exemptions claimed by the Company under the authority granted by the Agency. The penalty for failure to file such a statement under Section 874(8) of the Act shall be the removal of authority to act as an agent for the Agency.

Pursuant to Section 874(9) of the Act, the Company, as agent of the Agency, must file within thirty (30) days of the date the Agency designates the Company as agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such manner as prescribed by the Commissioner of Taxation and Finance, identifying the Company as agent of the Agency.

Pursuant to Section 875(5) of the Act, the Company may not utilize the Thirty-Day Sales Tax Report as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (A) subject the Company to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax

law and (B) be deemed to be, under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company is required to utilize Form ST-123 to obtain the sales tax exemption.

This letter shall serve as proof of the existence of an agency contract between the Agency and the Company for the SOLE EXPRESS PURPOSE OF SECURING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP BETWEEN THE AGENCY AND THE COMPANY IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.

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

Under the Policy Statement, a copy of this letter received by any vendor or seller to the Company as agent for the Agency, may be accepted by such vendor or seller as a "statement and additional documentary evidence of such exemption" as provided by New York State Tax Law Section 1132(c)(1), thereby relieving such vendor or seller from the obligation to collect sales and use tax on purchases or rentals of such materials, supplies, tools, equipment, or services by the Agency through its agent, the Company.

THIS LETTER SHALL BE IN EFFECT UNTIL DECEMBER 31, 2022.

In the event you have any questions with respect to the above, please do not hesitate to call Brittany Davis, Executive Director of the Agency, at 315-376-3014.

Very truly yours,

COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
(Vice) Chairman

EXHIBIT A

IDA AGENT OR PROJECT OPERATOR
EXEMPT PURCHASE CERTIFICATE



New York State Department of Taxation and Finance
New York State Sales and Use Tax

ST-123
(7/14)

**IDA Agent or Project Operator
Exempt Purchase Certificate**
Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. Do not use this form to purchase motor fuel or diesel motor fuel exempt from tax. See Form FT-123, *IDA Agent or Project Operator Exempt Purchase Certificate for Fuel*.

Name of seller			Name of agent or project operator		
Street address			Street address		
City, town, or village	State	ZIP code	City, town, or village	State	ZIP code
			Agent or project operator sales tax ID number (see instructions)		

Mark an **X** in one: Single-purchase certificate Blanket-purchase certificate (valid only for the project listed below)

To the seller:

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA		
Name of project	IDA project number (use OSC number)	
Street address of project site		
City, town, or village	State	ZIP code
Enter the date that you were appointed agent or project operator (mm/dd/yy)	/	/
Enter the date that agent or project operator status ends (mm/dd/yy)	/	/

Exempt purchases

(Mark an **X** in boxes that apply)

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project
- C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1038 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
- Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
- Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

EXHIBIT H
FORM OF ANNUAL SALES TAX REPORT

- SEE ATTACHED -



Department of Taxation and Finance

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

ST-340 (1/18)

For period ending December 31, _____ (enter year)

Project information

Form with fields: Name of IDA agent/project operator, Employer identification number, Street address, Telephone number, City, State, ZIP code, Name of IDA, Name of project, IDA pin, Street address of project site, Date project began, Completion date of project, Actual, Total sales and use tax exemptions.

Representative information (not required)

Form with fields: Authorized representative, if any, Title, Street address, Telephone number, City, State, ZIP code.

Certification

Certification text: I certify that the above statements are true, complete, and correct... Print name of officer, employee, or authorized representative, Title of person signing, Signature, Date.

If you do not annually file a complete report, we may remove your authority to act as an IDA agent/proje

Mail completed report to: NYS TAX DEPARTMENT IDA UNIT W A HARRIMAN CAMPUS ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, Designated Private Delivery Services.

Instructions

General information

Who must file

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person directly appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operators directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operators should not themselves file Form ST-340. However, the agent/project operators must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What you must report

The report must show the total value of all state and local sales and use taxes exempted during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions the agent/project operator (you) obtained; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

Include only the total combined exemptions obtained by the above people. A breakdown of the total is not required. However, since the report must include the value of the exemptions they obtained, you must keep records of the amounts others report to you.

You must make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available, so that you can comply with the annual reporting requirements.

Do not include on this report the amount of any sales and use tax exemptions from other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

When the report is due

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator: Enter your name, address, employer identification number (EIN), and telephone number.

Name of IDA and IDA project number: Enter the name and address of the IDA. If more than one IDA is involved in a particular project, you must file a separate report for the tax exemptions attributable to each IDA. Also enter the ID project number.

Name of project: Enter the name of the project and the address of the project site. If you are involved in more than one project, you

must file a separate report for each project, even if authorized by the same IDA.

Date project began: Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Completion date of project: Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended, or the date the project is expected to be completed. Mark an X in the appropriate box to indicate if the date entered is actual or expected.

Total sales and use tax exemptions: Enter the total amount of New York State and local sales and use taxes exempted during the reporting period as a result of the project's receipt of IDA financial assistance (if none, enter 0). This includes exemptions obtained at the time of purchase, as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do not enter total purchases.

Representative information

If applicable, enter the name, address, title (for example, attorney or accountant), and telephone number of the individual you authorize to submit this report. This section is not required.

Certification

Enter the name and title of the person signing on your behalf (for example, the IDA agent/project operator's officer, employee, or other authorized representative). Your officer, employee, or authorized representative must sign and date the report.

Mail completed report to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227-0866

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Need help?



Visit our website at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-6431
Text Telephone (TTY) or TDD equipment users	Dial 7-1-1 for the New York Relay Service

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

EXHIBIT I

FORM OF THIRTY-DAY SALES TAX REPORT



Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

IDA information

Name of IDA	IDA project number (use OSC numbering system for projects after 1998)		
Street address	Telephone number ()		
City	State	ZIP code	Email address (optional)

Project operator or agent information

Name of IDA project operator or agent	Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or Social Security number	
Street address	Telephone number ()	Primary operator or agent? Yes <input type="checkbox"/> No <input type="checkbox"/>	
City	State	ZIP code	Email address (optional)

Project information

Name of project			
Street address of project site			
City	State	ZIP code	Email address (optional)
Purpose of project			

Description of goods and services intended to be exempted from New York State and local sales and use taxes			
Date project operator or agent appointed (mm/dd/yy)	Date project operator or agent status ends (mm/dd/yy)	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax:		Estimated value of New York State and local sales and use tax exemption provided:	

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.			
Print name of officer or employee signing on behalf of the IDA		Print title	
Signature	Date	Telephone number ()	

EXHIBIT J

FORM OF INDIRECT AGENT APPOINTMENT AGREEMENT

This INDIRECT AGENT APPOINTMENT AGREEMENT (this “Agreement”) dated as of _____, 20__ is by and between NUMBER THREE WIND LLC (the “Company”) and [NAME OF CONTRACTOR SUBAGENT] (“Contractor Subagent”).

Background

The Company and Contractor Subagent entered into that certain [DESCRIBE CONSTRUCTION OR OTHER APPLICABLE CONTRACT] dated as of ____, 20__ (the “Contractor Subagent Agreement”).

County of Lewis Industrial Development Agency (the “Agency”) and the Company entered into that certain Lease Agreement dated as of December 1, 2021 (the “Lease Agreement”), pursuant to which the Agency appointed the Company as its true and lawful agent to, among other things, acquire, construct, reconstruct and install the Project Facility, as defined in the Lease Agreement (hereinafter, the “Facility”).

The Company and Contractor Subagent desire to enter into this Agreement to provide for the appointment by the Company of Contractor Subagent as its agent for the purpose of performing the Contractor Subagent’s work scope under the Contractor Subagent Agreement with respect to the acquisition, construction, reconstruction or installation of the Facility, so as to request the Agency to execute and deliver to Contractor Subagent a New York Department of Taxation and Finance Form ST-60 (“Form ST-60”) relating to Contractor Subagent.

Agreement

NOW THEREFORE, in consideration of the sum of Ten Dollars in hand paid and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Contractor Subagent hereby agree as follows:

1. Appointment. The Company hereby appoints Contractor Subagent as its true and lawful agent for the purpose of (a) performing the Contractor Subagent’s work scope under the Contractor Subagent Agreement, and (b) purchasing, renting or hiring goods, materials, machinery, equipment, or services, with respect to the acquisition, construction, reconstruction or installation of the Facility. Notwithstanding the foregoing and anything to the contrary contained herein:

(a) the appointment of Contractor Subagent as an agent of the Company solely relates to the Facility;

(b) the appointment of Contractor Subagent as an agent of the Company is only for the period that the Company is acting as agent of the Agency pursuant to Section 4.1(E) of the Lease Agreement;

(c) the Agency’s liability for the obligations of the Company and, by virtue of the appointment set forth in Section 1 of this Agreement, Contractor Subagent, is limited as provided in Section 4.1(E) and Section 12.10 of the Lease Agreement, and the Agency is not otherwise liable in any way to the Company, Contractor Subagent or their respective laborers, contractors, subcontractors or materialmen;

(d) the Company's liability for the obligations of the Contractor Subagent and its subcontractors, materialmen and suppliers is limited as provided in the Contractor Subagent Agreement and related subcontracts, and the Company is not otherwise liable in any way to the Contractor Subagent or its employees, subcontractors, materialmen or suppliers. No other principal-agent relationship between the Company and Contractor Subagent beyond that created by this Agreement is intended or may be implied or inferred by this Agreement; and

(e) THIS AGREEMENT IS ENTERED INTO FOR THE SOLE PURPOSE OF PROVIDING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND INSTALLATION OF THE FACILITY ONLY.

2. Appointment of Subcontractors. With respect to any of Contractor Subagent's subcontractors who may not qualify for tax exemption under Sections 1115(a)(15) and 1115(a)(16) of the New York Tax Law, Contractor Subagent or the Company may appoint one or more subcontractors as its or the Company's true and lawful agent for the purpose of providing exemption from New York State's sales and use taxes in relation to each such subcontractor's work scope under its agreement with Contractor Subagent with respect to the acquisition, construction, reconstruction and installation of the Facility.

3. Contractor Reporting. Contractor Subagent must provide the Company annually with such information as is necessary to allow the Company to timely file an Annual Sales Tax Report (ST-340) with the New York State Department of Taxation and Finance, as required by Section 8.12(B) of the Lease Agreement.

4. Insurance. The appointment of Contractor Subagent as an agent of the Company under Section 1 of this Agreement shall not be effective unless Contractor Subagent has delivered to the Company and the Agency a certificate of insurance, complying with the requirements of Section 6.3 of the Lease Agreement, and indicating that:

(a) Contractor Subagent maintains insurance with respect to the Facility providing the coverage against the risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, and mandated by Section 6.3 of the Lease Agreement, including, but not necessarily limited to the following:

(i) To the extent required by the construction contract or similar agreement between the Company and Contractor Subagent, during and prior to completion of the Facility, builder's risk (or equivalent coverage) insurance upon any work done or material furnished in connection with the acquisition, construction, reconstruction and installation of the Facility,

(ii) To the extent applicable, workers' compensation insurance, disability benefits insurance and such other forms of insurance which Contractor Subagent is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Contractor Subagent who are located at or assigned to the Facility or who are responsible for the acquisition, construction, reconstruction and installation of the Facility, and

(iii) Insurance protecting the Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear, against

loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury or death or damage to the property of others caused by any accident or occurrence, with limits of not less than:

- (aa) \$1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom,
 - (bb) \$500,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed on the Contractor Subagent by any applicable workers' compensation law, and
 - (cc) \$5,000,000 under a separate umbrella liability policy protecting the Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear; and
- (b) all policies evidencing such insurance,
- (i) name Contractor Subagent, as insured, and the Company and the Agency, as additional insureds, as their interests may appear, and
 - (ii) provide for at least thirty (30) days' written notice to the Contractor Subagent, the Company, and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof.

The Company and Contractor Subagent acknowledge that receipt of the certificate of insurance is an express condition precedent to the delivery by the Agency of the Form ST-60 for the Contractor Subagent.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

6. Assignment. Contractor Subagent may not assign or delegate its rights or obligations hereunder without the prior written consent of the Agency. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Company and Contractor Subagent have caused this Agreement to be executed under seal as of the day and year first above written.

NUMBER THREE WIND LLC

By: _____
Name:
Title:

[NAME OF CONTRACTOR SUBAGENT]

By: _____
Name:
Title: